CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, August 5, 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 Buley will be attending the meeting via Zoom Webinar from:
556 Maquam Shore rd, st.
Albans Vermont

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 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/89982812676?pwd=oX6BGzSScr92QUVyg1m0SN8HSTnoqj.1
Or sign into Zoom.com and “Join a Meeting”
Enter Webinar ID: 899 8281 2676/ Password: 772583
• If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
• Select “Join Audio via Computer.”
• The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
• During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)
Call: 1 669 900 6833 Enter Webinar ID: 899 8281 2676/ Password: 772583
During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

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

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

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 be posted online, including any personal contact information. Records submitted including lettes, emails, 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. 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

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

AUGUST 5, 2025 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
Interim City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS: NONE.

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

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

1. Council Member Reynolds
2. Council Member Pettis
3. Council Member Buley
4. Council Member Gameros
5. Council Member Marr
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** **25-392**

RECOMMENDATION:

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

2. **READING FOLDER** **25-393**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Carolyn Hanson, Tommy Hart, Marcos Cabrera.

3. ADOPTION OF WARRANT RESOLUTION **25-380**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2738.

Attachments: 1. Summary Check Registration 6-26-2025
2. Summary Check Registration 7-2-2025
3. Summary Check Registration 7-11-2025
4. Summary Check Registration 7-17-2025

4. MINUTES **25-391**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of July 15, 2025.

Attachments: 1. 07-15-2025 Draft Minutes

5. RESPONSE TO ORANGE COUNTY GRAND JURY REPORT- LONG TERM SOLUTIONS TO SHORT-TERM RENTALS **25-382**

RECOMMENDATION:

Staff recommends the City Council approve the draft letter to the Presiding Judge of the Superior Court (Attachment 1) 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.”

Attachments: 1. 2025 OC Grand Jury Response to Short Term Rentals Draft
2. OC Grand Jury Report Long-Term Solutions to Short-Term Rentals

6. ACCEPTANCE AND ALLOCATION OF CANNABIS TAX FUND GRANT PROGRAM TO ENHANCE TRAFFIC SAFETY 25-378

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2025-XX, 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. Approve revenue and expense appropriations in the amount of $225,472 respectively, for the FY 2025-26 CHP CTFGP Grant.

Attachments: 1. FY25-26 CTFGP Grant Agreement - Costa Mesa PD.pdf
2. CM-PD Resolution No. 25-XX Cannabis Tax Fund Grant Program 07102025

7. ACCEPTANCE OF THE ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, CITY PROJECT NO. 23-11, FEDERAL PROJECT NO. CML-5312(104) 25-387

RECOMMENDATION:

Staff recommends the City Council:

1. Accept 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. Authorize 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.

Attachments: 1. Cost Analysis
2. Photos

8. **RESOLUTION FOR IMPLEMENTATION OF SAFETY IMPROVEMENTS ALONG NEWPORT BOULEVARD (SR-55) IN THE CITY OF COSTA MESA** **25-395**

RECOMMENDATION:

Staff recommends the City Council approve Resolution (2025-xx) 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.

Attachments: 1. Draft Resolution

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** **25-383**

RECOMMENDATION:

Staff recommends the City Council:

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

Attachments: 1. Proposed Conceptual Design
2. Playground Equipment Quote

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. **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** 25-398

   RECOMMENDATION:

   Staff recommends the City Council continue the open public hearing to the September 2, 2025, City Council meeting.

   Attachments: 1. Continuation Request

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)** **25-377**

RECOMMENDATION:

The Planning Commission recommends the City Council:

1. Adopt a resolution (Attachment 1) to approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

2. Adopt a resolution (Attachment 2) to approve the General Plan Amendment, Design Review, Tentative Tract Map, Density Bonus, and

3. Give first reading to the Ordinance for the Rezone (Attachment 3).

Attachments: Agenda Report
Exhibit A to Attachment 1 - Draft ISMND
Exhibit B to Attachment 1 - Final ISMND
2. Draft Resolution (Project)
Exhibit B to Attachment 2 - Engineering Conditions of Approval
Exhibit C to Attachment 2 - Plans
Exhibit D to Attachment 2 - Tentative Tract Map
3. Draft Ordinance (Rezone)
4. Applicant Letter
5. Density Bonus Letter
6. Vicinity and Zoning Map
7. Site Photos
8. Fiscal Analysis
9. Trip Generation Memo
10. Arborist Report
11. Draft CC&Rs
12. Planning Commission Public Comments
13. Planning Commission Resolution

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")** **25-374**

   RECOMMENDATION:

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

   Attachments: Agenda Report
   1. Draft Ordinance (Rezone)

NEW BUSINESS:

1. **RESOLUTIONS AFFIRMING THE CITY'S CORE VALUES AND SUPPORT FOR SENATE BILL 805, NO VIGILANTES ACT** **25-396**

   RECOMMENDATION:

   City Council consideration of the following:

   1. Adoption of Proposed Resolution No. 2025-XX affirming the City's Core Values.

   2. Adoption of Proposed Resolution No. 2025-XX supporting California Senate Bill 805 (Perez), "No Vigilantes Act."

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

   Attachments: 1. Resolution Affirming the City's Core Values and Support for Senate Bill 805
   2. SB 805 (Perez) Resolution in Support
   3. SB 805 (Pérez) Letter of Support

2. PROFESSIONAL SERVICE AGREEMENT FOR THE ACQUISITION OF A NEW ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM. 25-354

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize 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. Approve and authorize 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. Approve and authorize the Cloud Services Agreement with Oracle America, Inc.

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

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

Attachments: 1. City of Costa Mesa CA - Denovo MSA
2. City of Costa Mesa - Ordering Document
3. City of Costa Mesa - Statement of Work
4. City of Costa Mesa Managed Services Order
5. Oracle Cloud Services Agreement
6. City of Costa Mesa RFP ERP
7. ERP Phase Breakdown

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** **25-135**

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 a term of 7 years for professional habitat restoration and monitoring services for the Fairview Park Mesa Restoration Project in an amount not-to-exceed $1,311,062.

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

4. Authorize the 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-Revised-2025-06-04
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 #: 25-392 **Meeting Date:** 8/5/2025

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 #: 25-393 **Meeting Date:** 8/5/2025

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: Carolyn Hanson, Tommy Hart, Marcos Cabrera.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-380 **Meeting Date:** 8/5/2025

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. 2738.

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:

Funding Payroll Register No. 25-13 “A” Off Cycle for -$948.43 and 25-14 On Cycle for $3,914,312.49, and City operating expenses for $10,196,730.27.

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0250005	6/24/2025	V	Contender eSports Irvine	0000030257	09/13/24	(453.70)
		Line Description:	Stale dated check.			
0253745	6/24/2025	V	Newport Mesa Unified School District	0000003339	05/30/25	(35,112.24)
		Line Description:	Vendor did not received check.			
0253855	6/24/2025	V	Newport Mesa Unified School District	0000003339	06/06/25	(20,490.40)
		Line Description:	Vendor did not recieved check.			
					TOTAL	**($56,056.34)**

239,856.21
0.00
34,310.52
4,421,569.70
(453.70)
(35,112.24)
(20,490.40)

$ 4,639,680.09

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020103	06/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
020104	06/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
020105	06/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
020106	06/25/25	O	US Bank *Line Description:* Overflow	0000002228	0.00
				TOTAL	**0.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254162	06/27/25	P	Aardvark	0000006632	24,777.11
		Line Description:	Replacement Ballistic Helmets		
0254163	06/27/25	P	Bracken's Kitchen Inc	0000029468	38,990.53
		Line Description:	Shelter Food Svc 4/21-5/4/25 Shelter Meal Svc 6/2-6/15/25		
0254164	06/27/25	P	BrightView Landscape Services Inc	0000026055	212,913.67
		Line Description:	Backflow Repair-3064 Fairview Maint Svc-May 2025 Irrigation Repair-May 2025		
0254165	06/27/25	P	CALIBA INC	0000030848	178,328.83
		Line Description:	Trng Fac Proj #23-04/#210013 Retention #23-04/#210013		
0254166	06/27/25	P	Dudek	0000011416	18,458.63
		Line Description:	CAAP 1/25-2/21/25		
0254167	06/27/25	P	Executive Facilities Services Inc	0000029510	36,457.30
		Line Description:	Janitorial Svc Credot-PD Commu Janitorial Services - PD Janitorial Services - BCC Janitorial Services - DRC Janitorial Services - NHCC Janitorial Services - FS1-6 Janitorial Services - Bridge S Janitorial Services - City Hal Janitorial Services - Corp Yar Janitorial Services - PD Commu Janitorial Services - Police S Janitorial Svc Credit-Corp Yar Janitorial Svc Credit-City Hal		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Janitorial Svc Credit-Bridge S Janitorial Services - Senior C Janitorial Svc Credit-PD WSS Janitorial Svc Credit-NHCC Janitorial Svc Credit-DRC Janitorial Svc Credit-BCC Janitorial Svc Credit-PD Janitorial Svc Credit-Sr Cnt			
0254168	06/27/25	P	GCD Painting	0000031214		33,250.00
		Line Description:	Retention #24-04/#200017 PD Painting #24-01/#200017			
0254169	06/27/25	P	KYA Services LLC	0000030710		204,043.48
		Line Description:	Two Bullpen/Batting Cages @ Te TeWinkle Park Upgrade			
0254170	06/27/25	P	Metrocell Construction Inc	0000000799		38,672.57
		Line Description:	Retention Payable Proj 24-01 Proj #24-01 HVAC Improvements			
0254171	06/27/25	P	Michael Baker International Inc	0000024229		15,240.00
		Line Description:	Consulting Services Consulting Services			
0254172	06/27/25	P	Newport Mesa Unified School District	0000003339		130,808.91
		Line Description:	Developer Fee-Dec 23 Developer Fee-Dec 23 Developer Fee-Jan 2024 Developer Fee-Nov 23 Developer Fee-Nov 23 Developer Fee-Oct 23 Developer Fee-Oct 23 Developer Fee-Sep 23			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Developer Fee-Sep 23 Developer Fee-Jan 2024 Developer Fee-Jun 2024 Developer Fee-May 2024 Developer Fee-Apr 2024 Developer Fee-Mar 2024 Developer Fee-Mar 2024 Developer Fee-Feb 2024 Developer Fee-Feb 2024			
0254173	06/27/25	P	Onward Engineering	0000003212		16,498.41
		Line Description:	Prof Eng Designs Srvs			
0254174	06/27/25	P	Onyx Paving Company Inc	0000031101		2,250,439.25
		Line Description:	St Rehab Proj #24-03/#700148 St Rehab Proj #24-03/#400015 Retention #24-03			
0254175	06/27/25	P	Penn Corporate Relocation Services	0000031188		16,116.04
		Line Description:	Relocate 8 Truck Loads from Pl			
0254176	06/27/25	P	Pinnacle Petroleum, Inc	0000029315		49,934.18
		Line Description:	PD Unleaded Fuel Tank #7 CY Unleaded Fuel Tank#3-4			
0254177	06/27/25	P	Premier Security Services Inc	0000002633		17,105.00
		Line Description:	Security Camera System Install			
0254178	06/27/25	P	Prosurface Inc	0000029488		66,400.00
		Line Description:	Install basketball posts & bac			
0254179	06/27/25	P	R&M Electrical Contracting	0000030498		40,869.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Retention Proj #23-09			
0254180	06/27/25	P	RSI Systems Inc	0000026185		15,990.00
		Line Description:	SECURITY AWARENESS TRAINING			
0254181	06/27/25	P	SCA of CA, LLC	0000029971		16,495.00
		Line Description:	Hand Sweep and Pressure Washin Hand Sweep Pressure Washing Hand Sweep and Pressure Washin Hand Sweep Pressure Washing Hand Sweep Pressure Washing			
0254182	06/27/25	P	Superior Pavement Markings Inc	0000003955		92,265.62
		Line Description:	Arterial and Residential Road			
0254183	06/27/25	P	The Lincoln National Life Insurance Co	0000030039		15,317.00
		Line Description:	Short Term Disability June 25			
0254184	06/27/25	P	Trellis	0000025584		16,935.99
		Line Description:	3rd Qtr Supportive Srvs			
0254185	06/27/25	P	Triton Technology Solutions Inc	0000021687		28,301.90
		Line Description:	SHIPPING PROJECTORS SALES TAX (7.75%) ULTRA-SLIM SURGE PDU LABOR MISCELLANEOUS MATERIALS SALES TAX (7.75%)			
0254186	06/27/25	P	Tyler Technologies Inc	0000027279		15,388.80
		Line Description:	ANNUAL MAINTENANCE			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254187	06/27/25	P	WHP Trainingtowers	0000030251	280,975.98
		Line Description:	Pre-Fabricated Training Towers Retention Payable Proj #25-475		
0254188	06/27/25	P	WLC Architects Inc	0000023955	159,637.50
		Line Description:	FS#1 HVAC Improvements FS#2 Reconstruction Arch&Eng D FS#1 HVAC Improvemnts FS #2 Reconstruction Arch&Eng		
0254189	06/27/25	P	West Coast Arborists Inc	0000004498	74,200.00
		Line Description:	Arborist Srvs Tree Canopy Asse Tree Maint Srvs 5/1-5/15/25 Tree Maint Srvs 5/16/25		
0254190	06/27/25	P	4Leaf Inc	0000029711	2,085.33
		Line Description:	Fire Plan Review-May 2025 Plan Review-Dec 2024		
0254191	06/27/25	P	AT & T	0000001107	165.99
		Line Description:	911 Cama Trunks		
0254192	06/27/25	P	AT & T	0000001107	117.70
		Line Description:	Internet-Fleet Svs		
0254193	06/27/25	P	AT & T	0000001107	1,644.63
		Line Description:	Senior Center Elevator Sr Ctr Fire Alarm Balearic Center Fax Local Usage Lions Park		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	2310 Placentia Irrigation Fire Sta#1 Fire Alarm System			
0254194	06/27/25	P	ATEI Company, Inc	0000029299		5,500.00
		Line Description:	July 3 Concerr Event			
0254195	06/27/25	P	Action Door Repair Corporation	0000031229		8,822.73
		Line Description:	Replace rollup door @ PD Wareh			
0254196	06/27/25	P	Ai Ley Tan	0000029642		2,250.00
		Line Description:	Yoga Session-May 2025 Yoga Session-Apr 2025			
0254197	06/27/25	P	Allstar Fire Equipment Inc	0000000986		11,755.84
		Line Description:	MEDIUM FACEPIECE SALES TAX (7.75%) SMALL FACEPIECE LARGE FACEPIECE Gloves Fire Helmets			
0254198	06/27/25	P	Atomic Ballroom	0000031352		3,000.00
		Line Description:	Dance Performance-7/3/25			
0254199	06/27/25	P	BC Traffic Specialist	0000022225		5,724.22
		Line Description:	Airstar Balloon Light 500 w/66			
0254200	06/27/25	P	Barnum Stage Rental LLC	0000030762		3,500.00
		Line Description:	Mobil Stage Rental-July 3Event			
0254201	06/27/25	P	Beach Housing Partners LP	0000031198		682.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Rental Assistance-Daniel Noel			
0254202	06/27/25	P	Beau Hossler	0000029714		280.00
		Line Description:	Basketball Referee-6/23/25 Basketball Referee-6/18/25			
0254203	06/27/25	P	Beginners Edge Sports Training LLC	0000027270		967.20
		Line Description:	Instructor Payment Winter 2025			
0254204	06/27/25	P	Bernard King	0000031254		370.00
		Line Description:	Rental Assistance-T Evergreen			
0254205	06/27/25	P	Biosystems Inc	0000013464		2,515.00
		Line Description:	Asphalt Release			
0254206	06/27/25	P	Bramford Street Design	0000031253		2,340.00
		Line Description:	CMPD Design Work			
0254207	06/27/25	P	Brian Hillard Karate	0000030959		2,678.65
		Line Description:	Instructor Payment Sprng2025			
0254208	06/27/25	P	CBE	0000015149		7.90
		Line Description:	Copier Maint 5/5-6/4/25			
0254209	06/27/25	P	CPS HR Consulting	0000001791		1,254.25
		Line Description:	Test Rental Services Test Rental Services			
0254210	06/27/25	P	CSG Consultants Inc	0000001887		396.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Fire Plan Review-May 2025			
0254211	06/27/25	P	Canon Financial Services Inc	0000023241		5,603.29
		Line Description:	Copier Lease-Jun 2025 Copier Uasage-May 2025			
0254212	06/27/25	P	Carahsoft Technology Corporation	0000026738		877.80
		Line Description:	MULTI-FACTOR AUTHENTICATION PL			
0254213	06/27/25	P	Community Controls	0000020782		11,212.46
		Line Description:	Maint Gate Operator-FS #1 Maint Gate Operator-FS #4			
0254214	06/27/25	P	Contender eSports Irvine	0000030257		453.70
		Line Description:	Instructor Pymnet-Summer 24 Instructor Pymnet-Summer 24			
0254215	06/27/25	P	Continental Interpreting Services Inc	0000024355		650.00
		Line Description:	Interpreting Fee-6/17/25			
0254216	06/27/25	P	Costa Mesa Lock & Key	0000001817		178.94
		Line Description:	Duplicate Keys-DRC Service Call			
0254217	06/27/25	P	Cristian Garcia Arcos	0000030747		300.00
		Line Description:	Park & Comm Svc Apr-Jun 2025			
0254218	06/27/25	P	Dell Computer Corp	0000001962		12,285.00
		Line Description:	MICROSOFT 365 SUBSCRIPTION LIC			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254219	06/27/25	P	Demetrius Mayhand	0000030111	140.00
		Line Description:	Basketball Referee 6/23/25		
0254220	06/27/25	P	Ecolab Pest Elimination	0000024420	275.00
		Line Description:	Pest Control Services-CY		
0254221	06/27/25	P	Elizabeth Dorn Parker	0000029192	300.00
		Line Description:	Park & Comm Svc Apr-Jun 2025		
0254222	06/27/25	P	Elysian Arts & Events, LLC	0000030538	1,732.64
		Line Description:	Instructor Payment Sprng 2025		
0254223	06/27/25	P	Entenmann Rovin Company	0000002130	2,334.89
		Line Description:	Badges		
0254224	06/27/25	P	Environmental Science Associates	0000024040	2,580.00
		Line Description:	Bear St MND Peer Reivew-May25		
0254225	06/27/25	P	Evan Chaffee	0000031350	300.00
		Line Description:	Utility Box Art-Golden Horizon		
0254226	06/27/25	P	FM Thomas Air Conditioning Inc	0000017151	8,750.38
		Line Description:	HVAC Maint-Jun 2025 FS#5 Heater Repair		
0254227	06/27/25	P	Families Forward Inc	0000024105	12,236.31
		Line Description:	Homeless Prevention Prog		
0254228	06/27/25	P	Fed Ex	0000002190	22.17

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Ground Delivery			
0254229	06/27/25	P	Fehr & Peers	0000027516		960.00
		Line Description:	VMT & TIA Guidelines			
0254230	06/27/25	P	Ferguson Enterprises Inc #1350	0000007785		2,824.45
		Line Description:	Bathroom Fixtures @ BCC			
0254231	06/27/25	P	Fire Information Support Services Inc	0000006757		800.00
		Line Description:	Report-May&Jun 2025			
0254232	06/27/25	P	FireStats LLC	0000026188		1,250.00
		Line Description:	Data Analysis Tool-May 2025			
0254233	06/27/25	P	First Choice Service	0000023961		480.45
		Line Description:	Coffee & Water Supplies-May 25			
0254234	06/27/25	P	Fisher Derderian	0000030055		300.00
		Line Description:	Art Comm Mtg Apr-Jun 2025			
0254235	06/27/25	P	Fit First LLC	0000030889		260.00
		Line Description:	Instructor Payment Sprng 2025			
0254236	06/27/25	P	Ford Fleet Care	0000026262		3,003.74
		Line Description:	Parts-May 2025			
0254237	06/27/25	P	Forensic Nurse Specialists Inc	0000014039		2,100.00
		Line Description:	Victim Physical-May 2025			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254238	06/27/25	P	Galls LLC	0000002297	4,340.40
		Line Description:	Patches Uniform-Trujillo Uniform-Damato Uniform-Explores Uniform-Bassinga Uniform-Code Enf Uniform-Munoz Uniform-Code Enf		
0254239	06/27/25	P	Global College Advisers LLC	0000030958	280.00
		Line Description:	Instructor Payment Sprng 2025		
0254240	06/27/25	P	Grafix Systems	0000031016	1,115.13
		Line Description:	Graphic-Unit #647		
0254241	06/27/25	P	Grainger	0000002393	3,642.44
		Line Description:	Hardware Parts & Sipplies Parts & Supplies Warehouse Stock Warehouse Stock		
0254242	06/27/25	P	Hinderliter De Llamas & Associates	0000002537	6,270.00
		Line Description:	Cannabis Mgnt Svc-Apr 2025 Cannabis Mgnt Svc-May 2025		
0254243	06/27/25	P	Hoag Executive Health	0000030617	3,025.00
		Line Description:	HOAG Wellness Prog-May 2025		
0254244	06/27/25	P	Hoag Memorial Hospital Presbyterian	0000002546	35.99
		Line Description:	EMS Supplies Jan-Mar 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254245	06/27/25	P	IDS Group Inc	0000022643	5,471.80
		Line Description:	IT Office & Trng Rm-Apr 25		
0254246	06/27/25	P	ITZEN Architects Inc	0000030962	12,013.60
		Line Description:	Consulting Svc-May 2025		
0254247	06/27/25	P	Image Concepts	0000026883	430.73
		Line Description:	Embroidered Hats		
0254248	06/27/25	P	Interwest Consulting Group Inc	0000021505	217.44
		Line Description:	Fire Plan Reivew-May 2025		
0254249	06/27/25	P	Irvine Pipe & Supply Inc	0000002711	561.93
		Line Description:	Plumbing Supplies		
0254250	06/27/25	P	Joe Mar Polygraph & Investigation	0000027462	3,500.00
		Line Description:	Polygraph Exam-Feb 2025 Polygraph Exam-Feb 2025 Polygraph Exam-May 2025 Polygraph Exam-Mar 2025 Polygraph Exam-Mar 2025 Polygraph Exam-Apr 2025 Polygraph Exam-May 2025		
0254251	06/27/25	P	K Pro Stone Care	0000030249	3,155.00
		Line Description:	Maintenance & Repair of Terraz		
0254252	06/27/25	P	K2 Calibrations LLC	0000031056	2,314.69
		Line Description:	SHIPPING G888 CHAINSAW		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	SALES TAX (7.75%) SAMPLE HOSE SHIPPING SALES TAX (7.75%) CALIBRATION GAS G999 REPLACEMENT			
0254253	06/27/25	P	KOA Corporation	0000003129		2,940.00
		Line Description:	Adam Bike Fac 4/26-5/23/25			
0254254	06/27/25	P	Katella Terrace LP	0000031365		1,032.00
		Line Description:	Rental Assistance-Ronald Holla			
0254255	06/27/25	P	Kelly Brown	0000029489		300.00
		Line Description:	Park & Comm Svc Apr-Jun 2025			
0254256	06/27/25	P	Knox Company	0000002854		584.00
		Line Description:	KNOXCONNECT3/7/25-3/7/26			
0254257	06/27/25	P	Liebert Cassidy Whitmore	0000002960		2,032.00
		Line Description:	LEGAL SERVICES - PD April25			
0254258	06/27/25	P	Los Angeles Times	0000003000		9,380.01
		Line Description:	Classified Listings			
0254259	06/27/25	P	Mama Said Entertainment	0000029720		2,000.00
		Line Description:	July 3 Concerr Event			
0254260	06/27/25	P	Merrimac Energy Group	0000021566		13,011.04
		Line Description:	FS #1 Diesel Fuel Tank #10 FS #5 Diesel Fuel Tank 14			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	FS #2 Diesel Fuel Tank 11 FS #6 Diesel Fuel Tank #15 CY Diesel Fuel Tank #2			
0254261	06/27/25	P	MetLife Legal Plans Inc	0000014707		5,140.50
		Line Description:	MetLife Legal Premium			
0254262	06/27/25	P	Niki Parker	0000002913		1,505.00
		Line Description:	Instructor Payment May24-Apr25			
0254263	06/27/25	P	Noack Trophy & Engraving Company	0000003360		3,172.16
		Line Description:	Cast a Bronze Plaque to match			
0254264	06/27/25	P	Orange County Mosquito & Vector Control	0000021750		786.65
		Line Description:	Inspection&Treatment FVP May25			
0254265	06/27/25	P	Orchard View Senior LP	0000031199		480.00
		Line Description:	Rental Assistance-H Kuhn			
0254266	06/27/25	P	Palm Island Apartments	0000031366		1,250.00
		Line Description:	Rental Assistance-Sylvia Chane			
0254267	06/27/25	P	Paulette Suiter	0000026820		635.70
		Line Description:	Instructor Payment Sprng 2025			
0254268	06/27/25	P	Pivot Solutions LLC	0000030415		5,779.86
		Line Description:	791-Paint and Body Repair			
0254269	06/27/25	P	Post Alarm Systems Inc	0000026907		183.22

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	CMBS Fire Alarm			
0254270	06/27/25	P	Primex Clinical Laboratories Inc	0000027109		4,776.00
		Line Description:	BLOOD DRAW-February BLOOD DRAW-March			
0254271	06/27/25	P	Priority Landscape Services LLC	0000026592		5,160.00
		Line Description:	Citywide Young Tree Care Plant			
0254272	06/27/25	P	Prudential Overall Supply	0000025480		317.12
		Line Description:	PD Towel Svc-May 2025			
0254273	06/27/25	P	Shayanne Wright	0000030053		300.00
		Line Description:	Park & Comm Svc Apr-Jun 2025			
0254274	06/27/25	P	Siemens Industry Inc	0000002904		1,357.50
		Line Description:	Equipment Repair			
0254275	06/27/25	P	Skyhawks Sports Academy LLC	0000004040		752.05
		Line Description:	Instructor Payment Sprng 2025			
0254276	06/27/25	P	South Coast Air Quality Mgmt District	0000003939		736.57
		Line Description:	FS 6 Annual Renewal FS 6-Emissions Fee			
0254277	06/27/25	P	Southern California Edison Company	0000004088		4,090.77
		Line Description:	199 Broadway 5/15-6/15/25 401 Broadway 5/15-6/15/25 Medians 5/7-6/5/25 FS#1 5/21-6/19/25 2944 Bristol 5/15-6/15/25			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	2783 Bristol 5/16-6/16/25 1040 Paularino 5/16-6/16/25 2917-3171 RedHill 5/19-6/17/25 2612 Harbor 5/15-6/15/25 1071 Bristol 5/19-6/17/25 867 Prospect 5/22-6/22/25 3120 Manistee 5/22-6/22/25 2704 Harbor 5/21-6/19/25 555 1/2 Paularino 5/22-6/22/25 735 Baker 5/21-6/19/25			
0254278	06/27/25	P	Southern California Gas Company	0000004092		3,484.34
		Line Description:	Pool 5/20-6/19/25 Comm 5/21-6/20/25 DRC 5/20-6/19/25 721 James 5/20-6/19/25 717 James 5/20-6/19/25 NHCC 5/20-6/19/25 FS#2 5/22-6/23/25 FS#5 5/21-6/20/25 587 W 18th 5/20-6/19/25 FS#3 5/20-6/19/25 FS#4 5/21-6/20/25 PD 5/21-6/20/25 2300 Placentia 2 5/21-6/20/25 2310 Placentia 5/21-6/20/25 Sr Ctr 5/20-6/19/25			
0254279	06/27/25	P	Spectrum Gas Products	0000012653		1,301.75
		Line Description:	Oxygen Medical Medical Lg Cyl Rent Oxygen Medical Medical Lg Cyl Rent Medical Lg Cyl Rent Oxygen Industrial Medical Lg Cyl Rent Medical Cyl Rent			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Oxygen Medical Misc Parts Hydrotest Oxygen Portable			
0254280	06/27/25	P	State of California Dept of Justice	0000001534		1,653.00
		Line Description:	Livescan/Fingerprinting Servic			
0254281	06/27/25	P	T Tactical Solutions Inc	0000026642		3,733.54
		Line Description:	Gloves for Property			
0254282	06/27/25	P	Terrell Thorogood	0000030424		140.00
		Line Description:	Basketball Referee 6/18/25			
0254283	06/27/25	P	The Code Group Inc	0000025073		456.48
		Line Description:	Consulting Services			
0254284	06/27/25	P	The Counseling Team International	0000026352		1,885.00
		Line Description:	Counseling Srvs May 2025			
0254285	06/27/25	P	Tumble-N-Kids Inc	0000030098		14,579.50
		Line Description:	Instructor Payment Sprng 2025			
0254286	06/27/25	P	Turnout Maintenance Company LLC	0000020182		6,605.95
		Line Description:	Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254287	06/27/25	P	US Bank	0000002228	6,076.24
		Line Description:	Payroll 25-12		
0254288	06/27/25	P	US Postal Service	0000004376	10,000.00
		Line Description:	Prepaid Item-Postage Meter		
0254289	06/27/25	P	UniFirst Holdings Inc	0000030616	428.40
		Line Description:	CLEANING SERVICE CLEANING SERVICE CLEANING SERVICE CLEANING SERVICE CLEANING SERVICE CLEANING SERVICE		
0254290	06/27/25	P	Veronica Murillo	0000031300	1,000.00
		Line Description:	Rental Assistance-AM Murillo		
0254291	06/27/25	P	Vulcan Materials Company	0000007403	1,093.59
		Line Description:	Asphalt Potholes Ramps Sidwalk		
0254292	06/27/25	P	Ware Disposal Inc	0000000255	11,683.35
		Line Description:	Bulky Item		
0254293	06/27/25	P	West Coast Dance Arts	0000021602	419.25
		Line Description:	Instructor Payment Sprng 2025		
0254294	06/27/25	P	West Coast Fence Co	0000021495	2,990.00
		Line Description:	Fencing Fencing Fencing		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Fencing		
0254295	06/27/25	P	Wex Bank	0000014258	1,683.78
		Line Description:	Fuel 5/7-6/6/25		
0254296	06/27/25	P	Winzer	0000026180	3,834.39
		Line Description:	Trash Liners		
0254297	06/27/25	P	Zoll Medical Corporation	0000021290	1,365.48
		Line Description:	AUTOPULSE AND DEFIBRILLATORS AUTOPULSE AND DEFIBRILLATORS		
				TOTAL	**$4,421,569.70**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020102	06/25/25	P	US Bank	0000002228		239,856.21

Line Description:

Flowers
Promo Items
Monthly Subs
Lodging for SCAG
Promotional Items
Refund for Travel
Business Meeting for CMO
Refreshments for PS Week 25
Business Lunch Meeting for CM
Office Supplies
Movies in Park-Food
Rec Equip-DPD Reagents
Excursion-Teen Summer Camp
Super Hero Supp-Safe Splash
Lifeguard Instructor Recertify
Movies in Park-Movies/ Licence
Air Matress for Motel Family
Oral Board
Meet & Greet
Lunch & Learn
Office Supplies
Conference-CALPELRA
Meeting Refreshments
Pro Membership-CALPELRA
Service Awards Supplies
iCloud Membership
Rideshare for Client
BHBH Housing Supplies
Mileage Tracking Membership
Security Cards/Door Access Car
NeoGov Conference
Meet & Greet
Lunch & Learn
NeoGov Conference
Lunch & Learn
Study Prep-PHR-HRCI Cert
Study Prep-PHR-HRCI Cert

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Gardening Supplies			
			Small Tools			
			Excursion Fee-Day Camp June 25			
			Participant Clothes-Youth Sprt			
			Refund			
			Shipping Crates			
			ICSC Booth Hedge			
			Monthly Subs ICSC			
			SCAG Conf CM Buley			
			ICSC Booth-AMP Outlet			
			Flight Change for ICSC			
			Lodging for ICSC 25 ACM			
			Lodging ICSC Senior Planner			
			ICSC Booth-Rentals for Booth			
			Lodging Total Econ&Dev Admin			
			ICSC Membership & Badge for AC			
			ICSC Membership & Badge for Se			
			Lodging Total Comm Relations M			
			Lodging Total ICSC Econ&Dev Sr			
			Lodging Total for ICSC 25 Mayo			
			Meals Mon-Tues ICSC Conferance			
			Public Mtg-Food-Arts/PACS Comm			
			The Exhibition Event			
			ReMarkable Online Svs			
			Office Supplies			
			Excursion Fee-Day Camp June 25			
			Excursion Fee-Day Camp June 25			
			Rec Equip-Day Camp			
			Promo Items-Day Camp			
			Food & Supplies-Day Camp			
			General Uniform-Field Ambassad			
			Food/Supp-Artists Reception			
			Food/Supp-Mothers Day Lunch			
			Supplies-Craft/Button Classes			
			Refund-Mothers Day Refreshment			
			Refund-Supplies-Artists Recept			
			Dais Snacks			
			Storage Bins			
			Tech Supplies			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Coffee Supplies			
			reMarkable Monthly Subs			
			Supplies for Central Srvs			
			City Council Meeting Diner			
			City Council Meeting Dinner			
			Refreshments for PS Week 25			
			Refreshments for Public Srvs			
			Dry Cleaning Srvs for Table Cl			
			Earth Day Festival Refreshmetn			
			ICSC Material Handling Shipmen			
			Registration for SOS Wild&Craz			
			Office Supplies			
			Supplies-Pool Room			
			Supplies-Rec Classes			
			Supplies-Card Printer			
			Supplies-Coffee Station			
			Monthly-Spotify,Amazon,Cricut			
			Supp-Independence Day Celebrat			
			ACM DCM Lunch Meeting			
			ACM&EDS Lunch for Meeting			
			ACM Lunch for CMFP Workshop			
			Office Equipment City Council			
			CM MPT Chavez Breakfast for Ag			
			Tickets for Project Hope Allia			
			CPRS D10 Training			
			Access CM Refreshments			
			Staff Uniforms			
			Recreation Equipment			
			Food-Veterans Social Group			
			Teen Camp Excursion			
			Commercial Licence Test Fee			
			Staff Uniforms			
			Rec Equip-ROCKS			
			Office Supp-ROCKS			
			Office Equip-ROCKS			
			Arts/Crafts Supp-ROCKS			
			Double Charge			
			Office Supplies			
			Dropbox Subs Account			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Cannabis Software App			
			Planning Commission BM			
			Planning Commission Business M			
			Planning manager Interview Pan			
			Ink for Cannabis Badges			
			Mandatory Travel Day Parking			
			Phayvanhs Membership Renewal			
			Supplies for Cannabis Badges			
			Mandatory Travel Day Refreshme			
			Subs for Advances Automatic Se			
			Text Book for AP Caitlyn Curle			
			Wood Stakes for Posting Notice			
			Office Supplies			
			Office Supplies			
			Design Manual			
			Office Supplies			
			City Membership to CABO			
			Buce Z PE License Renewal			
			Waqas Khan PE License Renewal			
			Office Supplies			
			Budget Prep Working Lunch			
			Department Meeting Snacks			
			Monthly Charge for Council			
			Office Supplies			
			Replacement Signature Stamp			
			Hotel Accomodations CMTA Confe			
			Sig Stamp Ink Replacement Cart			
			Mesa Water			
			Personal Charge			
			Prime Membership			
			Oil for FC Vehicle #502			
			Credit Card Svc Fee			
			Tuition-Mental Health-3 ppl			
			Tuition-Sniper School-2 ppl			
			Tuition-Driving PSP-23 Sworn			
			Tuition-Supervisory Course-1			
			Tuition-Records Clerk-1 staff			
			Tuition-Science Based Intervie			
			Refund			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:
Headset Accessories
Outfitting Ambulance
Coffee for EMS Symposium
CFED Conference
Tuition-Wkshp-FRO-2 ppl
Lodging-Child Abuse-1 prsn
Tuition-NRTCCA Conf-1 prsn
Tuition-PC 832 Arrest-1 prsn
Tuition-Drug Influence-1 prsn
Tuition/Parking-SWAT Tm Ldr-1
Lodging-SWAT Commander-1 prsn
Lodging-Sherman Block 4-1 prsn
Tuition-Emotional Intelligence
Tuition-Supervisory Course-1 p
Coffee for Command Staff Meeti
Air Purifier Filter Replacemen
Employee Recog Cert Holder Fol
Workshop Reg-N Johnson
CERT Snacks
Waters and CERT Supplies
CA PD Chief Assoc Annual Memb
Custom JR Firefighter Stick-On
Uniform-Recruits
Stencils-OCSA Classes
Sworn PD-Intrvw,Test,Proctor,P
Snacks for EMS Legal Class
Coffee for AM/PM Legal Class
Foam Instert Test for Controll
Pelican Boxes Inserts Controll
Paper Cutting Tool
Employee Recognition-Food
Wagon-transport to/from 2nd Fl
SWAT Supplies
Lunch-OC Marathon Staff
MDC Laptop Docking Sta Repair
Team-Building Ldrshp Resource
Toll Charge
Dept Conf Call Line
Dryclean CMFR Tablecloths

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Cookies for Community Prepared			
			Napkins;Comm Event at Balearic			
			Water and Snacks Community Pre			
			Station 6-White Board			
			File Sharing Membership			
			Hydraulic Jack Handle Set			
			Station 2-Washing Machine			
			Employment Finerprinting Invoi			
			Fone Lab for iPhone Cleaner Mo			
			Monthly Fee for On-Line Meetin			
			Antenna Removal Tools			
			Replacement UPS Batteries			
			Telephone Wire Crimp Tools			
			Water for Department			
			Rolling Cart for Admin			
			Humyoun 6-pc Magnetic Strips			
			K9 Supplies			
			Modules			
			Laptop Bag			
			Laptop Stand			
			Krcuit 48V Adapter			
			Veracity Longspan Converter Ki			
			Personal Charge			
			Coffee Supplies/Water			
			Monthly Fee On-Line Que			
			The AI Engineering Book			
			Online Learning Platforms			
			434 Stainless Steel Wool Pads			
			Supplies			
			Reimb for Line 3			
			Reimb for Line 6			
			Food/Drink-CW Gang Meeting			
			Headphone Jack Adapter-Record			
			ASCE OC Annual Awards Night			
			FAA Pary 107 License Exam-PR B			
			Safe Cutting-Search Warrant Sv			
			Return			
			Office Supply			
			Shop Supplies			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:
Stock-Padlocks
Shop Supply Straight Heater
Stock-Directional Light Bar
Stock-Light Bar and Flashing
Stock-Landa Guns for Pressure
Stock-Carbon Monoxide Detector
Food-Traffic-OC Marathon
Animal Ctrl-Supplies/Tools
AC Truck Running Boards
TV Mount for Corp Yard
A/C Actuator Valve for PD
Drinks for PW Week Picnic
A/C Temp Sensor for City Hall
T-Stat Thermometer for Corp Ya
K-Cup Holder-EOC
Flights-DC-Homeland Sec Conf
Food/Drink-Business Prepared A
Ntl UASI Homeland Sec Conf Reg
Supplies
Event Items
Citizens Academy
Volunteer Supplies
Food/Drink-County PIO
Monthly-iCloud,Adobe Suite
Volunteer Appreciation Lunch
Black Studio Screen-PD Photogr
Table Clothes Cleaned-PD Recog
Materials for Arbor Day Tree P
Cameras (2) for Engineering Di
Monthly CEAOC Luncheon/Meeting
Resident Engineers Academy Att
CEAOC June Meeting/Luncheon
Stock-PA System Kit
xx100-License Plate Backup Cam
Master Locks
Inverters-Generator
CNG Fuel for Unit 342
Hardware Supplies
Tree Care Supplies

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Electrical Supplies			
			Arborist Continuing Education			
			License Renewal			
			Office Supplies			
			Business Meeting			
			ITE Registration			
			CEAOC Registration			
			OCTEC Registration			
			City Council Dinners (2)			
			Deposit-Refreshments PS Week			
			Monthly Subs			
			Refreshments for ICSC 2025			
			Shipping Materials ICSC 2025			
			Personal Charge			
			Audible-Pro Dev Book			
			Meals-ICSC Las Vegas 25			
			Travel-ICSC Las Vegas 2025			
			Fraudulent Charge-Card Cancel			
			Monthly Subss			
			Cinema Pro Memory Card			
			Central Srvs Equipment Return			
			Ice-NHCC			
			Supplies-NHCC			
			Cleaning Supplies			
			Refund-Meta Horizon			
			Supplies-Teen Center			
			Meta Horizon VR Sub Verify			
			Wristbands-Summer Teen Camp			
			Refreshment-Congregate Lunch			
			Parking-Spring Camp Excursion			
					TOTAL	**$239,856.21**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020107	06/27/25	P	Alisa Ochoa	0000029944	300.00
		Line Description:	Art Comm Mtg Apr-Jun 2025		
020108	06/27/25	P	Allison Mann	0000001338	300.00
		Line Description:	Art Comm Mtg Apr-Jun 2025		
020109	06/27/25	P	Amber Miranda	0000028940	400.00
		Line Description:	Project Mangement Course		
020110	06/27/25	P	Beau General Osborne	0000031363	80.00
		Line Description:	Special Weapons& Tactics		
020111	06/27/25	P	Brandice Leger	0000030845	300.00
		Line Description:	Park & Comm Svc Apr-Jun 2025		
020112	06/27/25	P	CDW Government Inc	0000005402	1,336.70
		Line Description:	COMPUTER EQUIPMENT		
020113	06/27/25	P	Charlene M Ashendorf	0000017428	300.00
		Line Description:	Art Comm Mtg Apr-Jun 2025		
020114	06/27/25	P	Courtni Dearden	0000031364	58.20
		Line Description:	Record Clerk		
020115	06/27/25	P	Deborah Wondercheck	0000029941	300.00
		Line Description:	Art Comm Mtg Apr-Jun 2025		
020116	06/27/25	P	Erica Lucia	0000029943	300.00
		Line Description:	Art Comm Mtg Apr-Jun 2025		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020117	06/27/25	P	Lori Ann Farrell Harrison	0000029385		1,800.00
		Line Description:	Exec Prof Reimb			
020118	06/27/25	P	SHI International Corp	0000016007		28,615.62
		Line Description:	ELECTRONIC EQUIPMENT SOFTWARE ACQUISITION COMPUTER EQUIPMENT WEB SECURITY ESSENTIAL SUPPORT IMPLEMENTATION			
020119	06/27/25	P	Scott Baker	0000029458		40.00
		Line Description:	Interview & Interrogation			
020120	06/27/25	P	Ziad Doudar	0000029236		180.00
		Line Description:	Engineering License			
					TOTAL	**$34,310.52**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254425	07/04/25	P	Pamela Lilly	0000025324		750.00
		Line Description:	Payroll Deduction 25-14			
					TOTAL	**$750.00**

19,668.65
234,957.52
236,698.90
60,184.38
624,975.73
286,866.01
750.00

$ 1,464,101.19

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254398	07/03/25	P	Arthur J Gallagher Risk Management Svc	0000022226		189,915.00
		Line Description:	Excess Wkrs Comp Ins Prem			
0254399	07/03/25	P	Adventure City Inc	0000030850		2,519.95
		Line Description:	Camp Costa Mesa Excursion 8/5			
0254400	07/03/25	P	Allstar Fire Equipment Inc	0000000986		193.84
		Line Description:	Boots			
0254401	07/03/25	P	Blue Cosmo	0000026920		684.94
		Line Description:	Satellite Phone Svcs. Plan Cr Satellite Phone Plan-Jun 2025			
0254402	07/03/25	P	Boomers	0000011212		1,195.54
		Line Description:	Summer Day Camp Excursion 7/31			
0254403	07/03/25	P	Camelot Golfland	0000001560		1,945.80
		Line Description:	Summer Day Camp Excurson7/8			
0254404	07/03/25	P	Everett Dorey LLP	0000026882		5,303.20
		Line Description:	Legal Svc-May 20025			
0254405	07/03/25	P	Galls LLC	0000002297		1,485.48
		Line Description:	Uniform-Maldonado Uniform-Jaramillo Uniform-Fire Uniform-Jaramillo Uniform-Prez Uniform-Katz Uniform-Harper			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254406	07/03/25	P	Johns Incredible Pizza Co	0000030764		1,430.63
		Line Description:	Summer Day Camp Excursion 7/17			
0254407	07/03/25	P	LN Curtis & Sons	0000002983		1,929.33
		Line Description:	SHIPPING GEN PUR CUTTER SALES TAX (7.75%) FLASHLIGHT SALES TAX (7.75%) SHIPPING LED FLASHLIGHT SALES TAX (7.75%) SHIPPING			
0254408	07/03/25	P	Mouse Graphics	0000001170		9,349.11
		Line Description:	Vinyl Wraps&Removal Utility Bo			
0254409	07/03/25	P	Mutt Mitt	0000025024		14,955.00
		Line Description:	Dog Waste Bags			
0254410	07/03/25	P	Nickel! Nickel! 5 cents Games	0000030180		900.00
		Line Description:	Day Camp Excursion 7/24/25			
0254411	07/03/25	P	Precision Concrete Cutting	0000003108		728.50
		Line Description:	Trip Hazard Repairs			
0254412	07/03/25	P	Quadient Inc	0000028798		3,500.00
		Line Description:	Quadient Credit Line May 25			
0254413	07/03/25	P	Scott Fazekas & Associates Inc	0000003961		5,286.47

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Consulting Plan Check Srvs			
0254414	07/03/25	P	Sky Zone Santa Ana	0000031372		2,900.00
		Line Description:	Summer Day Camp 7/22/25			
0254415	07/03/25	P	Soheila Nasiri	0000031367		10,000.00
		Line Description:	Final Settlement Claim 2/18/22			
0254416	07/03/25	P	Tanaka Farms, LLC	0000030146		1,620.00
		Line Description:	Summer Day Camp 7/10/25			
0254417	07/03/25	P	Thrill It Family Fun Center	0000030179		526.50
		Line Description:	Summer Day Camp Excursion8/7			
0254418	07/03/25	P	Triton Technology Solutions Inc	0000021687		8,500.00
		Line Description:	5 YEAR REPLACEMENT PLAN			
0254419	07/03/25	P	UA Fullerton LLC	0000031373		2,739.10
		Line Description:	Summer Camp Excursion 7/3/25			
0254420	07/03/25	P	United Site Services of California Inc	0000015552		149.01
		Line Description:	Portable Toilet Srvs 5/21-6/17 Portable Toilet 5/21-6/17/25			
0254421	07/03/25	P	Verizon Wireless	0000008717		1,639.42
		Line Description:	WIRELESS PHONE Fire FIRE IPADS			
0254422	07/03/25	P	Vulcan Materials Company	0000007403		129.79

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Asphalt Potholes Sidewalk Ramp			
0254423	07/03/25	P	Wittman Enterprises LLC	0000026639		14,858.00
		Line Description:	June 2025 Services			
0254424	07/03/25	P	Zumar Industries Inc	0000004622		2,481.40
		Line Description:	Metal Blanks Anchors			
					TOTAL	**$286,866.01**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020121	06/30/25	P	Alan F Kent	0000006393	2,174.79
		Line Description:	1% Supplemental Pay July 25		
020122	06/30/25	P	Beckee Cost	0000016309	946.08
		Line Description:	1% Supplemental Pay July 25		
020123	06/30/25	P	Chris Morris	0000007439	2,500.00
		Line Description:	Monthly LTD Payment July 25		
020124	06/30/25	P	Danny Hogue	0000006802	1,137.03
		Line Description:	1% Supplemental Pay July 25		
020125	06/30/25	P	Darlene Bell	0000005602	580.54
		Line Description:	1% Supplemental Pay July 25		
020126	06/30/25	P	David A Dye	0000002065	260.90
		Line Description:	1% Supplemental Pay July 25		
020127	06/30/25	P	Edward Dryzmala	0000006686	1,377.28
		Line Description:	1% Supplemental Pay July 25		
020128	06/30/25	P	Gale Tuso	0000017460	233.08
		Line Description:	1% Supplemental Pay July 25		
020129	06/30/25	P	Harlan Pauley	0000003569	232.12
		Line Description:	1% Supplemental Pay July 25		
020130	06/30/25	P	James M Miller	0000007440	2,500.00
		Line Description:	Monthly LTD Payment July 25		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020131	06/30/25	P	Kathleen Zuorski	0000025225	504.52
		Line Description:	1% Supplemental Pay July 25		
020132	06/30/25	P	Linda Boylan	0000023340	57.98
		Line Description:	1% Supplemental Pay July 25		
020133	06/30/25	P	Matthew J Collett	0000001720	856.58
		Line Description:	1% Supplemental Pay July 25		
020134	06/30/25	P	Paul A Cappuccilli	0000007705	1,214.50
		Line Description:	1% Supplemental Pay July 25		
020135	06/30/25	P	Phil Dickens	0000005801	511.76
		Line Description:	1% Supplemental Pay July 25		
020136	06/30/25	P	Richard J Johnson	0000005620	1,255.66
		Line Description:	1% Supplemental Pay July 25		
020137	06/30/25	P	Thomas J Lazar	0000002925	1,703.25
		Line Description:	1% Supplemental Pay July 25		
020138	06/30/25	P	William H Bechtel	0000001224	1,622.58
		Line Description:	1% Supplemental Pay July 25		
				TOTAL	**$19,668.65**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020139	06/30/25	P	Aaron Thomas	0000005479	1,368.00
		Line Description:	Qtrly Retiree Medical Payment		
020140	06/30/25	P	Albert Spencer	0000004120	838.50
		Line Description:	Qtrly Retiree Medical Payment		
020141	06/30/25	P	Allan L Roeder	0000003720	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020142	06/30/25	P	Allen D Huggins	0000002589	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020143	06/30/25	P	Andres Sepulveda	0000003988	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020144	06/30/25	P	Andrew Chalkley	0000025404	726.00
		Line Description:	Qtrly Retiree Medical Payment		
020145	06/30/25	P	Ann Shultz	0000006607	976.05
		Line Description:	Qtrly Retiree Medical Payment		
020146	06/30/25	P	Anna Rodriguez	0000026586	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020147	06/30/25	P	Arthur V Beames Jr	0000017738	109.27
		Line Description:	Qtrly Retiree Medical Payment		
020148	06/30/25	P	Baltazar Mejia	0000023439	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020149	06/30/25	P	Betty Garcia	0000024432		424.24
		Line Description:	Qtrly Retiree Medical Payment			
020150	06/30/25	P	Bobby Y Masuzumi	0000003081		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020151	06/30/25	P	Brad Edwards	0000022130		766.77
		Line Description:	Qtrly Retiree Medical Payment			
020152	06/30/25	P	Brent McKinley	0000007051		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020153	06/30/25	P	Brian W Roberts	0000006274		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020154	06/30/25	P	Bruce Hartley	0000011119		555.24
		Line Description:	Qtrly Retiree Medical Payment			
020155	06/30/25	P	Bruce McGregor	0000011206		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020156	06/30/25	P	Bruce R Ballinger	0000001167		651.00
		Line Description:	Qtrly Retiree Medical Payment			
020157	06/30/25	P	Bruce Radomski	0000003742		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020158	06/30/25	P	Bruce W Covey	0000013041	976.05
		Line Description:	Qtrly Retiree Medical Payment		
020159	06/30/25	P	Bryan Glass	0000002342	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020160	06/30/25	P	Cameron Phillips	0000005875	876.00
		Line Description:	Qtrly Retiree Medical Payment		
020161	06/30/25	P	Carl McConnell	0000013933	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020162	06/30/25	P	Charles A Bassett	0000011742	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020163	06/30/25	P	Charles F Carr	0000006236	838.50
		Line Description:	Qtrly Retiree Medical Payment		
020164	06/30/25	P	Charles J Oliver Jr	0000009684	526.05
		Line Description:	Qtrly Retiree Medical Payment		
020165	06/30/25	P	Charlotte Bluell	0000008644	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020166	06/30/25	P	Cherie M Pittington	0000003641	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020167	06/30/25	P	Cheryl R Helwig	0000006915	625.95
		Line Description:	Qtrly Retiree Medical Payment		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020168	06/30/25	P	Chris Goldsworthy	0000029067		500.37
		Line Description:	Qtrly Retiree Medical Payment			
020169	06/30/25	P	Christina Powell OBrien	0000016961		576.00
		Line Description:	Qtrly Retiree Medical Payment			
020170	06/30/25	P	Christopher B Bates	0000001213		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020171	06/30/25	P	Christopher G Walk	0000004450		1,071.00
		Line Description:	Qtrly Retiree Medical Payment			
020172	06/30/25	P	Christopher J Boyd	0000001363		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020173	06/30/25	P	Christopher K Brimhall	0000001402		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020174	06/30/25	P	Christopher Kudelka	0000005822		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020175	06/30/25	P	Clay G Epperson	0000002141		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020176	06/30/25	P	Clint Dieball	0000004717		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020177	06/30/25	P	Corrie Viera	0000019128		852.75
		Line Description:	Qtrly Retiree Medical Payment			
020178	06/30/25	P	Curt D Yoder	0000004601		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020179	06/30/25	P	D Dennis Johnson	0000011317		826.05
		Line Description:	Qtrly Retiree Medical Payment			
020180	06/30/25	P	Dale H Ashley	0000010564		876.00
		Line Description:	Qtrly Retiree Medical Payment			
020181	06/30/25	P	Dale R Birney	0000001277		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020182	06/30/25	P	Dana Potts	0000008186		826.05
		Line Description:	Qtrly Retiree Medical Payment			
020183	06/30/25	P	Dane Bora	0000001344		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020184	06/30/25	P	Danny Hogue	0000006802		801.00
		Line Description:	Qtrly Retiree Medical Payment			
020185	06/30/25	P	Darlene Bell	0000005602		276.00
		Line Description:	Qtrly Retiree Medical Payment			
020186	06/30/25	P	Darrel Raney	0000005800		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020187	06/30/25	P	David A Dye	0000002065		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020188	06/30/25	P	David C Goerke	0000009386		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020189	06/30/25	P	David Hollister	0000021620		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020190	06/30/25	P	David K Makiyama	0000003041		976.05
		Line Description:	Qtrly Retiree Medical Payment			
020191	06/30/25	P	David Maurer	0000007564		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020192	06/30/25	P	David S Andersen	0000001040		876.00
		Line Description:	Qtrly Retiree Medical Payment			
020193	06/30/25	P	David Sorge	0000004068		793.70
		Line Description:	Qtrly Retiree Medical Payment			
020194	06/30/25	P	David Tait	0000022487		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020195	06/30/25	P	Dawna Myers	0000003273		925.95
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020196	06/30/25	P	Deborah Zimmerman	0000023438		826.05
		Line Description:	Qtrly Retiree Medical Payment			
020197	06/30/25	P	Debra Yasui	0000007276		876.00
		Line Description:	Qtrly Retiree Medical Payment			
020198	06/30/25	P	Dee Dee H Nelson	0000006575		243.00
		Line Description:	Qtrly Retiree Medical Payment			
020199	06/30/25	P	Dennis B Sanders	0000003910		323.66
		Line Description:	Qtrly Retiree Medical Payment			
020200	06/30/25	P	Diane Butler	0000008078		501.00
		Line Description:	Qtrly Retiree Medical Payment			
020201	06/30/25	P	Diane M Jarrett	0000007645		726.00
		Line Description:	Qtrly Retiree Medical Payment			
020202	06/30/25	P	Don Holford	0000006025		587.40
		Line Description:	Qtrly Retiree Medical Payment			
020203	06/30/25	P	Donald B Brown	0000004900		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020204	06/30/25	P	Doneen J Westenhaver	0000009746		631.58
		Line Description:	Qtrly Retiree Medical Payment			
020205	06/30/25	P	Donna J Theriault	0000005411		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020206	06/30/25	P	Doug Johnson	0000005743		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020207	06/30/25	P	Doug Lovell	0000018477		704.04
		Line Description:	Qtrly Retiree Medical Payment			
020208	06/30/25	P	Doug Prochnow	0000012127		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020209	06/30/25	P	Douglas Wilson	0000006759		551.16
		Line Description:	Qtrly Retiree Medical Payment			
020210	06/30/25	P	Edward Petros	0000003615		925.95
		Line Description:	Qtrly Retiree Medical Payment			
020211	06/30/25	P	Edward W Lewis	0000002956		651.00
		Line Description:	Qtrly Retiree Medical Payment			
020212	06/30/25	P	Ellen M Fenwick	0000023268		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020213	06/30/25	P	Eric Johnson	0000002765		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020214	06/30/25	P	Ernesto A Munoz	0000003261		691.57
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020215	06/30/25	P	Frank Barraza	0000026939		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020216	06/30/25	P	Frank Fantino	0000005635		988.50
		Line Description:	Qtrly Retiree Medical Payment			
020217	06/30/25	P	Frederick T Seguin	0000003981		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020218	06/30/25	P	Gaetano Russo	0000019793		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020219	06/30/25	P	Gary Mc Erlain	0000017407		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020220	06/30/25	P	Gary Wong	0000012009		448.64
		Line Description:	Qtrly Retiree Medical Payment			
020221	06/30/25	P	Gene Barbee	0000001188		713.05
		Line Description:	Qtrly Retiree Medical Payment			
020222	06/30/25	P	Georgia A Ethier	0000002154		870.45
		Line Description:	Qtrly Retiree Medical Payment			
020223	06/30/25	P	Gerald S Vasquez	0000006833		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020224	06/30/25	P	Gerald W Stucky	0000004172		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020225	06/30/25	P	Gerard J Stukkie	0000004174		988.68
		Line Description:	Qtrly Retiree Medical Payment			
020226	06/30/25	P	Gina Clark	0000021699		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020227	06/30/25	P	Gregg A Steward	0000004159		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020228	06/30/25	P	Gregory Beutz	0000001261		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020229	06/30/25	P	Gregory Knackert	0000017588		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020230	06/30/25	P	Gregory LaFave	0000014549		526.05
		Line Description:	Qtrly Retiree Medical Payment			
020231	06/30/25	P	Gregory P Scott	0000003963		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020232	06/30/25	P	H Michael Griffin	0000006936		322.05
		Line Description:	Qtrly Retiree Medical Payment			
020233	06/30/25	P	Harlan Pauley	0000003569		838.50
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020234	06/30/25	P	Helen Nenadal	0000022319	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020235	06/30/25	P	Helene Rosenbaum	0000003861	276.00
		Line Description:	Qtrly Retiree Medical Payment		
020236	06/30/25	P	Herbert C Ohde Jr	0000003399	555.24
		Line Description:	Qtrly Retiree Medical Payment		
020237	06/30/25	P	Holly L Carver	0000001597	750.93
		Line Description:	Qtrly Retiree Medical Payment		
020238	06/30/25	P	Jack D Schuitt	0000003952	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020239	06/30/25	P	Jack Koch	0000002859	651.00
		Line Description:	Qtrly Retiree Medical Payment		
020240	06/30/25	P	Jack L Archer	0000001062	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020241	06/30/25	P	James C Wysong	0000004594	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020242	06/30/25	P	James D Watson	0000004476	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020243	06/30/25	P	James E Higgins Jr	0000007687	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020244	06/30/25	P	James M Ellis	0000002107	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020245	06/30/25	P	James M Gottenbos	0000002385	425.04
		Line Description:	Qtrly Retiree Medical Payment		
020246	06/30/25	P	James Morrison	0000010566	555.24
		Line Description:	Qtrly Retiree Medical Payment		
020247	06/30/25	P	James N Dibble	0000005626	951.00
		Line Description:	Qtrly Retiree Medical Payment		
020248	06/30/25	P	James Parnell	0000003558	651.00
		Line Description:	Qtrly Retiree Medical Payment		
020249	06/30/25	P	James R Wilke Jr	0000004555	501.00
		Line Description:	Qtrly Retiree Medical Payment		
020250	06/30/25	P	James T Warnack	0000004465	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020251	06/30/25	P	Jana L Cacho	0000010556	536.16
		Line Description:	Qtrly Retiree Medical Payment		
020252	06/30/25	P	Jane Duenweg	0000021556	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020253	06/30/25	P	Jeanette Chervony	0000018986		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020254	06/30/25	P	Jeanette Zangger	0000006655		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020255	06/30/25	P	Jeff B Janzen	0000002735		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020256	06/30/25	P	Jeffery E Skee	0000005410		951.00
		Line Description:	Qtrly Retiree Medical Payment			
020257	06/30/25	P	Jeffrey Horn	0000009003		676.05
		Line Description:	Qtrly Retiree Medical Payment			
020258	06/30/25	P	Jeffrey J McCann	0000003101		976.05
		Line Description:	Qtrly Retiree Medical Payment			
020259	06/30/25	P	Jeffrey T Peters	0000003608		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020260	06/30/25	P	Jerauld D Holloway	0000002556		651.00
		Line Description:	Qtrly Retiree Medical Payment			
020261	06/30/25	P	Jerry Souza	0000004109		2,736.00
		Line Description:	Qtrly Retiree Medical Payment			
020262	06/30/25	P	John Bull	0000003233		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020263	06/30/25	P	John F Downey	0000009004		852.75
		Line Description:	Qtrly Retiree Medical Payment			
020264	06/30/25	P	John K Susman	0000006349		555.24
		Line Description:	Qtrly Retiree Medical Payment			
020265	06/30/25	P	John L Skinner	0000004038		651.00
		Line Description:	Qtrly Retiree Medical Payment			
020266	06/30/25	P	John S Michalec	0000019250		988.68
		Line Description:	Qtrly Retiree Medical Payment			
020267	06/30/25	P	Jon B Whitcomb	0000005651		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020268	06/30/25	P	Jon Doezie	0000009385		826.05
		Line Description:	Qtrly Retiree Medical Payment			
020269	06/30/25	P	Jose Tovar	0000004283		651.00
		Line Description:	Qtrly Retiree Medical Payment			
020270	06/30/25	P	Juan Santos	0000013436		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020271	06/30/25	P	Judith G Covey	0000009690		688.50
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020272	06/30/25	P	Judy Vickers	0000007219		500.37
		Line Description:	Qtrly Retiree Medical Payment			
020273	06/30/25	P	Karen L Adams	0000000899		426.00
		Line Description:	Qtrly Retiree Medical Payment			
020274	06/30/25	P	Karen S Goettsch	0000013935		976.05
		Line Description:	Qtrly Retiree Medical Payment			
020275	06/30/25	P	Kathleen Ulrich	0000025407		576.00
		Line Description:	Qtrly Retiree Medical Payment			
020276	06/30/25	P	Kayoko Hayman	0000005785		669.11
		Line Description:	Qtrly Retiree Medical Payment			
020277	06/30/25	P	Keith Davis	0000008187		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020278	06/30/25	P	Kelly Vucinic	0000010967		555.24
		Line Description:	Qtrly Retiree Medical Payment			
020279	06/30/25	P	Kevin Condon	0000007561		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020280	06/30/25	P	Kevin Diamond	0000001989		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020281	06/30/25	P	Kevin T Meng	0000003133		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020282	06/30/25	P	Kurt Lystne	0000008712		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020283	06/30/25	P	Lance Nakamoto	0000003280		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020284	06/30/25	P	Larry Bell	0000007802		375.75
		Line Description:	Qtrly Retiree Medical Payment			
020285	06/30/25	P	Larry Dreiman	0000018972		726.00
		Line Description:	Qtrly Retiree Medical Payment			
020286	06/30/25	P	Laura Ginther	0000023134		726.00
		Line Description:	Qtrly Retiree Medical Payment			
020287	06/30/25	P	Lawrence N Hennen	0000002506		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020288	06/30/25	P	Lawrence P Torres	0000004278		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020289	06/30/25	P	Leonard Goodsir	0000002378		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020290	06/30/25	P	Lily Martinez	0000003071		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020291	06/30/25	P	Linda A Matthews	0000003089		463.50
		Line Description:	Qtrly Retiree Medical Payment			
020292	06/30/25	P	Linda F Divino	0000009007		421.56
		Line Description:	Qtrly Retiree Medical Payment			
020293	06/30/25	P	Loren P Wyrick	0000004593		852.75
		Line Description:	Qtrly Retiree Medical Payment			
020294	06/30/25	P	Madeline A Miller	0000003179		826.05
		Line Description:	Qtrly Retiree Medical Payment			
020295	06/30/25	P	Maher Nawar	0000004714		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020296	06/30/25	P	Mamo D Arruda	0000001081		426.00
		Line Description:	Qtrly Retiree Medical Payment			
020297	06/30/25	P	Marc Yuhasz	0000004609		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020298	06/30/25	P	Marguerite De La Torre	0000004997		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020299	06/30/25	P	Marie Thompson	0000000038		322.05
		Line Description:	Qtrly Retiree Medical Payment			
020300	06/30/25	P	Marilyn Golden	0000017028		526.05
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020301	06/30/25	P	Marilyn Guimond	0000015161		498.91
		Line Description:	Qtrly Retiree Medical Payment			
020302	06/30/25	P	Marilyn K Sutton	0000004201		726.00
		Line Description:	Qtrly Retiree Medical Payment			
020303	06/30/25	P	Martin P Carver	0000001598		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020304	06/30/25	P	Marty Huguenin	0000002591		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020305	06/30/25	P	Mary R Delaney	0000015807		526.05
		Line Description:	Qtrly Retiree Medical Payment			
020306	06/30/25	P	Matthew J Collett	0000001720		951.00
		Line Description:	Qtrly Retiree Medical Payment			
020307	06/30/25	P	Mel Lee	0000010320		826.05
		Line Description:	Qtrly Retiree Medical Payment			
020308	06/30/25	P	Meloni Smith McMinimy	0000006847		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020309	06/30/25	P	Michael A Cacho	0000001471		536.16
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020310	06/30/25	P	Michael A Cohen	0000006586		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020311	06/30/25	P	Michael A Guevara	0000005099		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020312	06/30/25	P	Michael D Manson	0000005311		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020313	06/30/25	P	Michael R Balsis	0000009424		526.05
		Line Description:	Qtrly Retiree Medical Payment			
020314	06/30/25	P	Michael S Fantozzi	0000004715		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020315	06/30/25	P	Michael S Hastert	0000006107		852.75
		Line Description:	Qtrly Retiree Medical Payment			
020316	06/30/25	P	Michael T Dyer	0000002067		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020317	06/30/25	P	Mitchell B Johnson	0000002770		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020318	06/30/25	P	Monique Beckner	0000008066		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020319	06/30/25	P	Morris House	0000002578		876.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020320	06/30/25	P	Muriel Ullman	0000001244	475.95
		Line Description:	Qtrly Retiree Medical Payment		
020321	06/30/25	P	Nancy M Croft	0000016184	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020322	06/30/25	P	Norman K Schurb	0000003957	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020323	06/30/25	P	Olivia Ramirez	0000003750	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020324	06/30/25	P	Patricia J Steele	0000014443	625.95
		Line Description:	Qtrly Retiree Medical Payment		
020325	06/30/25	P	Patrick Wessel	0000009042	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020326	06/30/25	P	Patty R Brown	0000001423	651.00
		Line Description:	Qtrly Retiree Medical Payment		
020327	06/30/25	P	Paul Beckman	0000005998	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020328	06/30/25	P	Paul Dondero	0000002023	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020329	06/30/25	P	Paul Moody	0000008766		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020330	06/30/25	P	Paul V Starn	0000010841		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020331	06/30/25	P	Perry L Valantine	0000004384		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020332	06/30/25	P	Peter Czenze	0000013313		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020333	06/30/25	P	Peter Naghavi	0000007860		876.00
		Line Description:	Qtrly Retiree Medical Payment			
020334	06/30/25	P	Phil Dickens	0000005801		838.50
		Line Description:	Qtrly Retiree Medical Payment			
020335	06/30/25	P	Philip Hartman	0000002474		555.24
		Line Description:	Qtrly Retiree Medical Payment			
020336	06/30/25	P	Philip T Worsman	0000004585		913.50
		Line Description:	Qtrly Retiree Medical Payment			
020337	06/30/25	P	Phillip R Schmuck	0000003947		530.13
		Line Description:	Qtrly Retiree Medical Payment			
020338	06/30/25	P	Phyllis Schiel	0000023427		631.58
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020339	06/30/25	P	Randall J Croll	0000013426		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020340	06/30/25	P	Raul Perez	0000012128		675.89
		Line Description:	Qtrly Retiree Medical Payment			
020341	06/30/25	P	Raymond T Pawloski	0000003572		720.08
		Line Description:	Qtrly Retiree Medical Payment			
020342	06/30/25	P	Rene Carrera	0000029400		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020343	06/30/25	P	Renee K Farden	0000016962		726.00
		Line Description:	Qtrly Retiree Medical Payment			
020344	06/30/25	P	Richard Allum	0000000987		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020345	06/30/25	P	Richard Boucher	0000014716		555.24
		Line Description:	Qtrly Retiree Medical Payment			
020346	06/30/25	P	Richard J Johnson	0000005620		988.50
		Line Description:	Qtrly Retiree Medical Payment			
020347	06/30/25	P	Richard Simons	0000022287		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020348	06/30/25	P	Robert Bork	0000001350		976.05
		Line Description:	Qtrly Retiree Medical Payment			
020349	06/30/25	P	Robert Hanson	0000014289		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020350	06/30/25	P	Robert J Durham	0000006151		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020351	06/30/25	P	Robert J Pesce	0000003604		852.75
		Line Description:	Qtrly Retiree Medical Payment			
020352	06/30/25	P	Robert Pignone	0000003634		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020353	06/30/25	P	Robert Sharpnack	0000004004		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020354	06/30/25	P	Robert Van Sickle	0000004394		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020355	06/30/25	P	Robert W Reynolds	0000003801		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020356	06/30/25	P	Robert W Stinman	0000018058		988.68
		Line Description:	Qtrly Retiree Medical Payment			
020357	06/30/25	P	Robindale Shepherd	0000009851		852.75
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020358	06/30/25	P	Ronald Cloe	0000001693	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020359	06/30/25	P	Ronald J Chamberlin	0000014890	526.05
		Line Description:	Qtrly Retiree Medical Payment		
020360	06/30/25	P	Ronald P Stone	0000004167	775.95
		Line Description:	Qtrly Retiree Medical Payment		
020361	06/30/25	P	Ronald Penley	0000024437	555.24
		Line Description:	Qtrly Retiree Medical Payment		
020362	06/30/25	P	Rosemary Dodson	0000012364	676.05
		Line Description:	Qtrly Retiree Medical Payment		
020363	06/30/25	P	Rosemary Vidales	0000004418	375.12
		Line Description:	Qtrly Retiree Medical Payment		
020364	06/30/25	P	Ross E McKelvey	0000009897	951.00
		Line Description:	Qtrly Retiree Medical Payment		
020365	06/30/25	P	Russell C Parker	0000007435	852.75
		Line Description:	Qtrly Retiree Medical Payment		
020366	06/30/25	P	Russell J Yankie	0000015036	750.93
		Line Description:	Qtrly Retiree Medical Payment		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020367	06/30/25	P	Sandi Lishka	0000015808		775.95
		Line Description:	Qtrly Retiree Medical Payment			
020368	06/30/25	P	Sandra B Benson	0000006459		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020369	06/30/25	P	Scott A May	0000003092		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020370	06/30/25	P	Shawn Brosamer	0000001416		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020371	06/30/25	P	Shawn Leffingwell	0000006331		976.05
		Line Description:	Qtrly Retiree Medical Payment			
020372	06/30/25	P	Stephanie Moore	0000008356		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020373	06/30/25	P	Stephen G Calles	0000009071		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020374	06/30/25	P	Stephen R Tiedeman	0000004258		921.00
		Line Description:	Qtrly Retiree Medical Payment			
020375	06/30/25	P	Stephen Ridgway	0000003815		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020376	06/30/25	P	Steven Feather	0000002187		720.08
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020377	06/30/25	P	Steven Labbitt	0000002887		951.00
		Line Description:	Qtrly Retiree Medical Payment			
020378	06/30/25	P	Stewart C Godshall	0000002355		826.05
		Line Description:	Qtrly Retiree Medical Payment			
020379	06/30/25	P	Sue Hupp	0000001879		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020380	06/30/25	P	Susan Baldwin	0000010199		376.05
		Line Description:	Qtrly Retiree Medical Payment			
020381	06/30/25	P	Susan L Larimore	0000002911		526.05
		Line Description:	Qtrly Retiree Medical Payment			
020382	06/30/25	P	Thanh P Bui	0000005710		852.75
		Line Description:	Qtrly Retiree Medical Payment			
020383	06/30/25	P	Thomas C Wood	0000004757		625.95
		Line Description:	Qtrly Retiree Medical Payment			
020384	06/30/25	P	Thomas J Lazar	0000002925		951.00
		Line Description:	Qtrly Retiree Medical Payment			
020385	06/30/25	P	Thomas R Caldwell	0000012035		988.50
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020386	06/30/25	P	Timothy Schennum	0000003943		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020387	06/30/25	P	Timothy Starn	0000005549		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020388	06/30/25	P	Timothy Sweet	0000015387		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020389	06/30/25	P	Tom A Curtis	0000001898		555.24
		Line Description:	Qtrly Retiree Medical Payment			
020390	06/30/25	P	Tom G Winter	0000005460		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020391	06/30/25	P	Trudy E Nuzum	0000003379		613.50
		Line Description:	Qtrly Retiree Medical Payment			
020392	06/30/25	P	Vernon D Hupp	0000002604		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020393	06/30/25	P	Victor Hernandez	0000015946		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020394	06/30/25	P	Walter M Dill	0000007117		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020395	06/30/25	P	Walter S Silver Jr	0000004026		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020396	06/30/25	P	Wanda Ayers	0000011741		375.75
		Line Description:	Qtrly Retiree Medical Payment			
020397	06/30/25	P	Wayne Martin	0000005885		951.00
		Line Description:	Qtrly Retiree Medical Payment			
020398	06/30/25	P	Wayne Riedmann	0000006022		838.50
		Line Description:	Qtrly Retiree Medical Payment			
020399	06/30/25	P	Wendell L Maberry	0000003031		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020400	06/30/25	P	Willa Bouwens Killeen	0000014940		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020401	06/30/25	P	William A Folsom	0000021819		853.50
		Line Description:	Qtrly Retiree Medical Payment			
020402	06/30/25	P	William B Ellwood	0000006789		651.00
		Line Description:	Qtrly Retiree Medical Payment			
020403	06/30/25	P	William F McLean	0000013455		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
020404	06/30/25	P	William H Bechtel	0000001224		951.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020405	06/30/25	P	William J Morris	0000003236	543.22
		Line Description:	Qtrly Retiree Medical Payment		
020406	06/30/25	P	William L Adams	0000009869	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020407	06/30/25	P	William M Moss	0000003241	988.68
		Line Description:	Qtrly Retiree Medical Payment		
020408	06/30/25	P	William P Redmond	0000003775	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
020409	06/30/25	P	William Verderber	0000005625	808.57
		Line Description:	Qtrly Retiree Medical Payment		
020410	06/30/25	P	Zachary Hoferitza	0000002548	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
				TOTAL	**$234,957.52**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020411	07/04/25	P	Carlos Diaz	0000013277	905.34
		Line Description:	Exec Professional Dev Reimb		
020412	07/04/25	P	Carrie Tai	0000031276	90.00
		Line Description:	2025 ICSI Expo Exp Reimb		
020413	07/04/25	P	Christopher Yeager	0000029229	132.12
		Line Description:	2025 ICSC Expo Exp Reimb		
020414	07/04/25	P	Costa Mesa Employees Association	0000006284	4,662.71
		Line Description:	Payroll Deduction 25-14		
020415	07/04/25	P	Costa Mesa Executive Club	0000006286	340.00
		Line Description:	Payroll Deduction 25-14		
020416	07/04/25	P	Costa Mesa Firefighters Association	0000001812	9,521.00
		Line Description:	Payroll Deduction 25-14		
020417	07/04/25	P	Costa Mesa Police Association	0000001819	6,840.00
		Line Description:	Payroll Deduction 25-14		
020418	07/04/25	P	Costa Mesa Police Management Assn	0000005082	315.00
		Line Description:	Payroll Deduction 25-14		
020419	07/04/25	P	Jones Mayer	0000014653	210,706.57
		Line Description:	#129991-May #129992-Mood #129982-Coats #129989-Kieft #129997-Olive		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description: #129986-Harvey
#129993-Nasiri
#129994-OKeefe
#129998-Opioid
#130000-Querry
#130001-Rivera
#130003-Vargas
#130005-Wilson
#129981-Banegas
#129985-Harrison
#129999-Percival
#130002-Schaefer
#129980-Alexander
#129987-Hernandez
#129979-Abdulmagid
#129988-Jahanbin 2
#129996-Ohio House
#129990-Litigations
#130004-Veramancini
#129983-DAlessio 1983
#130006-440 Fair/1179 NP
#129984-DAlessio Investment
#129995-Ohio House Abatement
#12981-FDC
#129880-IT
#129883-May
#129876-Hive
#129882-Leik
#129885-Mood
#129863-Coats
#129886-Moyer
#129858-Becker
#129874-Harvey
#129884-Milton
#129887-Nasiri
#129888-OKeefe
#129891-Opioid
#129892-Oshiro
#129898-Querry

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:

#129900-Rivera
#129904-Wilson
#129857-Banegas
#129872-Finance
#129877-Housing
#129870-Harrison
#129881-Jahanbin
#129884-Percival
#129902-Schaefer
#129873-Fire Dept
#129875-Hernandez
#129899-Risk Mgnt
#129847-2162 Maple
#129855-Abdulmagid
#129860-City Clerk
#129868-DBO Invest
#129890-Ohio House
#129901-Salehpoour
#129848-227 Mesa Dr
#129896-Police Dept
#129897-Public Svcs
#129903-Veramancini
#129846-1963 Wallace
#129850-374 Woodland
#129852-544 Bernanrd
#129853-599 W Wilson
#129854-966 Joann St
#129862-Ctiy Manager
#129865-City Council
#129859-City Attorney
#129866-DAlessio 1983
#129895-Planning Comm
#129845-113 Clearbrook
#129849-2292 Canyon Dr
#129856-Animal Control
#129861-City Clerk PRR
#129869-Development Svc
#129878-Human Resources
#129893-Park & Comm Svc

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	#129851-440 Fair/1179 NP #129864-Code Enforcement #129923-Jamboree Housing #129844-1095 Sea Bluff Dr #129879-Insight Psychology #129889-Ohio House Abatement			
020420	07/04/25	P	Kasama Lee	0000020859		1,524.50
		Line Description:	2025 SHRM Conf			
020421	07/04/25	P	Kevin Humphreys	0000026928		1,200.00
		Line Description:	Incident Comm Technician			
020422	07/04/25	P	Lawrence Coward	0000030713		190.17
		Line Description:	2025 ICSC Expo ICSC Expo Supplies			
020423	07/04/25	P	Soraya Julian	0000018089		239.49
		Line Description:	Crimnal Investigation			
020424	07/04/25	P	Tiana Asmine	0000031107		32.00
		Line Description:	RAD Camp Event Parking			
					TOTAL	**$236,698.90**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254298	06/30/25	P	Antonio Macias	0000021817		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254299	06/30/25	P	Barbara Tintle	0000016912		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254300	06/30/25	P	Bonnie Kubota	0000005792		726.00
		Line Description:	Qtrly Retiree Medical Payment			
0254301	06/30/25	P	Bradley Whiteaker	0000000341		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254302	06/30/25	P	Burton Santee	0000003920		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254303	06/30/25	P	Chano Camarillo	0000001558		503.78
		Line Description:	Qtrly Retiree Medical Payment			
0254304	06/30/25	P	Chris Holmes	0000002557		852.75
		Line Description:	Qtrly Retiree Medical Payment			
0254305	06/30/25	P	Chris Reed	0000003777		819.58
		Line Description:	Qtrly Retiree Medical Payment			
0254306	06/30/25	P	Dan Mudra	0000006272		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254307	06/30/25	P	David Alkema	0000000970		876.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254308	06/30/25	P	Deanna Reed	0000002777		726.00
		Line Description:	Qtrly Retiree Medical Payment			
0254309	06/30/25	P	Dennis Barton	0000001209		231.84
		Line Description:	Qtrly Retiree Medical Payment			
0254310	06/30/25	P	Diane J Moore	0000003221		376.05
		Line Description:	Qtrly Retiree Medical Payment			
0254311	06/30/25	P	Don Boynton	0000015805		452.32
		Line Description:	Qtrly Retiree Medical Payment			
0254312	06/30/25	P	Donna Fagot	0000013934		425.04
		Line Description:	Qtrly Retiree Medical Payment			
0254313	06/30/25	P	Eric Engle	0000002128		555.24
		Line Description:	Qtrly Retiree Medical Payment			
0254314	06/30/25	P	Fidel Gamboa	0000007696		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254315	06/30/25	P	Frank Rudisill	0000003871		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254316	06/30/25	P	Frederick Merrill	0000005365		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254317	06/30/25	P	Fredric Wagner	0000004444		988.50
		Line Description:	Qtrly Retiree Medical Payment			
0254318	06/30/25	P	Gary Golson	0000002370		534.34
		Line Description:	Qtrly Retiree Medical Payment			
0254319	06/30/25	P	Harold Arnold	0000001076		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254320	06/30/25	P	Harold Newbern	0000013391		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254321	06/30/25	P	Henry Santo	0000003921		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254322	06/30/25	P	James Boucher	0000021818		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254323	06/30/25	P	James Solliday	0000015717		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254324	06/30/25	P	John E Fitzpatrick	0000002234		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254325	06/30/25	P	John Pherrin	0000006031		801.00
		Line Description:	Qtrly Retiree Medical Payment			
0254326	06/30/25	P	Karin Robinson	0000008079		587.40
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254327	06/30/25	P	Karl J Verhoef	0000004410		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254328	06/30/25	P	Keith M Jones	0000002776		731.91
		Line Description:	Qtrly Retiree Medical Payment			
0254329	06/30/25	P	Kenneth Soltis	0000007968		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254330	06/30/25	P	Kevin Gleason	0000006350		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254331	06/30/25	P	Klaus Straschil	0000004169		651.00
		Line Description:	Qtrly Retiree Medical Payment			
0254332	06/30/25	P	Larry Arruda	0000001080		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254333	06/30/25	P	Larry M Hicks	0000002525		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254334	06/30/25	P	Lawrence Stice	0000015806		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254335	06/30/25	P	Lou Steiner	0000005965		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254336	06/30/25	P	Marilyn Ellis-Hollobaugh	0000002108		651.00
		Line Description:	Qtrly Retiree Medical Payment			
0254337	06/30/25	P	Merton Switzer	0000004204		297.93
		Line Description:	Qtrly Retiree Medical Payment			
0254338	06/30/25	P	Michael Basso	0000021265		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254339	06/30/25	P	Michael Moran	0000018227		555.24
		Line Description:	Qtrly Retiree Medical Payment			
0254340	06/30/25	P	Michael Swanson	0000006237		988.50
		Line Description:	Qtrly Retiree Medical Payment			
0254341	06/30/25	P	Michael Treanor	0000006788		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254342	06/30/25	P	Michael V Ginther	0000002339		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254343	06/30/25	P	Michael W Carver	0000001599		786.06
		Line Description:	Qtrly Retiree Medical Payment			
0254344	06/30/25	P	Neil Leveratt	0000002948		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254345	06/30/25	P	Pamela S Greene	0000005256		536.57
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254346	06/30/25	P	Patricia Novack	0000012034		951.00
		Line Description:	Qtrly Retiree Medical Payment			
0254347	06/30/25	P	Perry J Grant	0000008771		951.00
		Line Description:	Qtrly Retiree Medical Payment			
0254348	06/30/25	P	Peter Merritt	0000005114		988.68
		Line Description:	Qtrly Retiree Medical Payment			
0254349	06/30/25	P	Peter Tenace	0000007198		376.05
		Line Description:	Qtrly Retiree Medical Payment			
0254350	06/30/25	P	Robert B Phillips	0000005388		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254351	06/30/25	P	Robert Ciszek	0000001670		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254352	06/30/25	P	Robert Fate	0000002183		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254353	06/30/25	P	Robert L Taylor	0000006299		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254354	06/30/25	P	Roger Neth	0000003312		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254355	06/30/25	P	Ronald A Smith	0000004053	852.75
		Line Description:	Qtrly Retiree Medical Payment		
0254356	06/30/25	P	Rulon Hatch	0000006012	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
0254357	06/30/25	P	Sam Nguyen	0000021573	520.97
		Line Description:	Qtrly Retiree Medical Payment		
0254358	06/30/25	P	Scott Broussard	0000001420	925.95
		Line Description:	Qtrly Retiree Medical Payment		
0254359	06/30/25	P	Sheila Maurice	0000003091	376.05
		Line Description:	Qtrly Retiree Medical Payment		
0254360	06/30/25	P	Stanley Borek	0000001347	475.95
		Line Description:	Qtrly Retiree Medical Payment		
0254361	06/30/25	P	Steven Spielberger	0000004127	726.00
		Line Description:	Qtrly Retiree Medical Payment		
0254362	06/30/25	P	Teresa Peterson Goerke	0000016963	555.24
		Line Description:	Qtrly Retiree Medical Payment		
0254363	06/30/25	P	Thomas Banks	0000021751	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		
0254364	06/30/25	P	Thomas MacDuff	0000006064	1,026.00
		Line Description:	Qtrly Retiree Medical Payment		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254365	06/30/25	P	Thomas Neth	0000007978		1,026.00
		Line Description:	Qtrly Retiree Medical Payment			
0254366	06/30/25	P	Thomas Stewart	0000006560		555.24
		Line Description:	Qtrly Retiree Medical Payment			
0254367	06/30/25	P	Ursula Basich	0000022488		775.95
		Line Description:	Qtrly Retiree Medical Payment			
0254368	06/30/25	P	Ve Tran	0000004296		1,026.00
		Line Description:	063025			
0254369	06/30/25	P	Virginia Anderson	0000008307		313.50
		Line Description:	Qtrly Retiree Medical Payment			
0254370	06/30/25	P	William Todd	0000004269		276.00
		Line Description:	Qtrly Retiree Medical Payment			
					TOTAL	**$60,184.38**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254371	06/30/25	P	32nd District Agricultural Assn	0000003432	28,507.50
		Line Description:	Site Rental July 3rd Celebrat		
0254372	06/30/25	P	Admin Sure Inc	0000021568	35,306.00
		Line Description:	Wkrs Com Calim Admin Fee-Jun25 Wkrs Com Calim Admin Fee-May25		
0254373	06/30/25	P	Kazoni Construction	0000029763	98,781.38
		Line Description:	PD Range Remodel Proj #22-03		
0254374	06/30/25	P	Newport Mesa Unified School District	0000003339	269,309.43
		Line Description:	Developer Fee-Nov 2024 Developer Fee-Oct 2024 Developer Fee-Sep 2024 Developer Fee-Dec 2024 Developer Fee-Jan 2025 Developer Fee-Feb 2025 Developer Fee-Mar 2025 Developer Fee-Apr 2025 Developer Fee-May 2025 Developer Fee-Jul 2024 Developer Fee-Aug 2024		
0254375	06/30/25	P	Prosurface Inc	0000029488	21,330.00
		Line Description:	Concrete grinding and crack re		
0254376	06/30/25	P	SCA of CA, LLC	0000029971	126,832.87
		Line Description:	Quarterly Pressure Wash Bus Bi-Weekly Pressure Wash Bus Bi-Weekly Pressure Wash Street Sweep-Jun 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254377	06/30/25	P	4Leaf Inc	0000029711	460.00
		Line Description:	Plan Check-May 2025		
0254378	06/30/25	P	Agriserve Pest Control Inc	0000025268	1,500.00
		Line Description:	Plant Healthcare Svcs Plant Healthcare Svcs Plant Healthcare Svcs Plant Healthcare Svcs Plant Healthcare Svcs		
0254379	06/30/25	P	Ai Ley Tan	0000029642	1,000.00
		Line Description:	Yoga Sessions-Jun 2025		
0254380	06/30/25	P	Bureau Veritas North America Inc	0000016616	215.38
		Line Description:	Fire Plan Review		
0254381	06/30/25	P	Continental Interpreting Services Inc	0000024355	650.00
		Line Description:	Interpreting Fee 6/17/25		
0254382	06/30/25	P	Davis Farr LLP	0000023871	8,920.00
		Line Description:	Audit FY 23-24		
0254383	06/30/25	P	FireStats LLC	0000026188	1,250.00
		Line Description:	Data Analysis Tool-Jun 2025		
0254384	06/30/25	P	Grainger	0000002393	746.58
		Line Description:	Hardware		
0254385	06/30/25	P	Hanks Electrical Supplies	0000002445	118.51
		Line Description:	Electrical Supplies		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254386	06/30/25	P	J R Grease Trap Corp	0000031011	985.00
		Line Description:	GREASE REMOVAL		
0254387	06/30/25	P	James Snordan	0000029974	140.00
		Line Description:	Basketball Referee 6/25/25		
0254388	06/30/25	P	RPW Services Inc	0000012440	2,350.00
		Line Description:	Pest Control City Gardens Citywide Weed Control-May		
0254389	06/30/25	P	Southern California Edison Company	0000004088	215.79
		Line Description:	348 e 17TH 5/27-6/24/25 1952 Newport 5/28-6/25/25 2948 Bristol 5/15-6/15/25 2301 Harbor 5/23-6/23/25 3349 Sakioka 5/27-6/24/25 3351 Sakioka 5/27-6/24/25		
0254390	06/30/25	P	Southern California Gas Company	0000004092	598.73
		Line Description:	BCC 5/23-6/24/25 FS# 1 5/23-6/24/25 FS#6 5/28-6/26/25		
0254391	06/30/25	P	Sparkletts	0000015725	751.51
		Line Description:	Water Delivery Svcs - Parks Water Delivery Svcs - Finance Water Delivers Svcs - Dev. Svc Water Delivery Svcs - City Man Water Delivery Svcs - Public W		
0254392	06/30/25	P	Stradling Yocca Carlson & Rauth	0000004168	689.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Palmblade Litigation-May 25			
0254393	06/30/25	P	Terrell Thorogood	0000030424		140.00
		Line Description:	Basketball Referee 6/25/25			
0254394	06/30/25	P	The Home Depot Credit Services	0000002560		14,225.82
		Line Description:	Tools Bldg Maint			
			Equip Maint Warehouse			
			General Supplies Storm Drain M			
			General Supplies Graffiti Abat			
			General Supplies Street Maint			
			Plumbing Supplies Bldg Maint			
			Hardware Supplies Park Maint			
			Hardware Supplies Bldg Maint			
			General Supplies Bldg Maint			
			Other Locations Bldg Maint			
			Tools Storm Drain Maint			
			Tools Graffiti Abatement			
			Healthy Items Street Maint			
0254395	06/30/25	P	The Solis Group	0000030649		4,924.75
		Line Description:	Citywide Pky Maint St Rehab Pr			
			Citywide Pky Maint St Rehab Pr			
			Citywide Pky Maint St Rehab Pr			
			Maint St Rehab Proj			
			Maint St Rehab Proj			
0254396	06/30/25	P	Verizon Wireless	0000008717		210.52
		Line Description:	WIRELESS PHONE 5/18-6/17/25			
0254397	06/30/25	P	Zoll Medical Corporation	0000021290		4,816.96
		Line Description:	AUTOPULSE AND DEFIBRILLATORS			
			Battery, Lithium Ion SurePower			
			AUTOPULSE AND DEFIBRILLATORS			

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
					TOTAL	$624,975.73

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254426	07/11/25	P	American Construction Company, LLC	0000031176		53,067.95
		Line Description:	Retention #24-11/#200080 IT Office/Trng#24-11/#200080			
0254427	07/11/25	P	Architectural Engineering Technology Inc	0000029448		38,798.60
		Line Description:	Baker-19th TSSP 3/1-4/30/25 Baker-19th TSSP 5/1-5/31/25			
0254428	07/11/25	P	Axon Enterprise Inc	0000027317		31,067.25
		Line Description:	Mobile Video System (MVS) : In			
0254429	07/11/25	P	Benefit Coordinators Corp	0000029594		86,623.00
		Line Description:	Vision Ins Prem-Jul 2025 Dental Ins Prem-Jun 2025 Dental Ins Prem-Jul 2025 Vision Ins Prem-Jun 2025			
0254430	07/11/25	P	BrightView Landscape Services Inc	0000026055		230,390.06
		Line Description:	Backflow Repair-Wakeham Pk Maint Svc-Jun 2025 Backflow Replair-W Pine Creek Backflow Repair-E Pine Creek			
0254431	07/11/25	P	Charter Communications Operating	0000026887	0• *	37,649.98
		Line Description:	Rule 20B-Adams Underground Ins			
0254432	07/11/25	P	Circuit Transit Inc	0000031174	52,950•11 + 1,410,668•23 + 1,463,618•34 *	40,094.58
		Line Description:	3vEVs, 2 Sedans, ADA Van-May25			
0254433	07/11/25	P	Debra L Reilly	0000027475		15,487.50
		Line Description:	Workplace Investigation			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254434	07/11/25	P	Dudek	0000011416		35,793.44
		Line Description:	CAAP 4/26-5/23/25 CAAP 3/29-4/25/25			
0254435	07/11/25	P	Hinderliter De Llamas & Associates	0000002537		29,736.82
		Line Description:	Recovered Sales Tax Sales Tax Apr-Jun 2025			
0254436	07/11/25	P	Insight Public Sector Inc	0000029706		15,000.00
		Line Description:	Flock Enhanced LPR-License Ter			
0254437	07/11/25	P	Liebert Cassidy Whitmore	0000002960		15,381.50
		Line Description:	LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR			
0254438	07/11/25	P	MAG-TROL	0000029306		18,261.69
		Line Description:	Transfer Breaker for City Hall HVAC Parts			
0254439	07/11/25	P	Occu Med	0000003388		58,716.57
		Line Description:	Pre-Employment Medical Pre-Employment Medical Pre-Employment Medical Pre-Employment Medical Pre-Employment Medical Pre-Employment May 25 PRe-Employment Medical PRe-Employment Medical Pre-Employment Medical			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254440	07/11/25	P	Orange County Treasurer Tax Collector	0000003489		16,451.75
		Line Description:	Parking Citation May 2025			
0254441	07/11/25	P	Place Works Inc	0000023119		28,850.43
		Line Description:	Consulting Srvs			
0254442	07/11/25	P	Pringles	0000003683		22,554.79
		Line Description:	Roller Shade & Installation fo			
0254443	07/11/25	P	RCS Investigations & Consulting LLC	0000025431		16,372.43
		Line Description:	Background Investigatios			
0254444	07/11/25	P	Siemens Industry Inc	0000002904		26,974.71
		Line Description:	Replace 6 Chiller Valves in th			
0254445	07/11/25	P	Southern California Edison Company	0000004088		191,450.78
		Line Description:	360 W Wilson 5/29-6/26/25 702 1/2 Victoria 5/30-6/29/25 702 Victoria 5/30-6/29/25 1860 Anaheim 5/30-6/29/25 SD Fwy On/Off June 25 Baker/Royal Palm June 25 19th/Npt June 25 Npt/Baker June 25 Loan8690 St Lights June 25 Street Lights June 25 3460 Smalley 6/2-6/30/25 Joann St Bike Trail June 25 Sr Ctr 5/29-6/26/25 1624 Gisler 6/2-6/30/25 1035 Park Crest 6/3-7/1/25 3129 Harbor 6/2-6/30/25		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Davis Field 5/29-6/26/25 Parks Maint June 25 885 Junipero 6/3-7/1/25 NHCC 5/29-6/26/25 Sunflower/Plaza June 25 Loan8670 Sunflower/Plaza Jun25 Tennis Ctr 6/3-7/1/25 1895 Irvine 6/2-6/30/25 2750 Fairview 6/3-7/1/25 970 Arlington 6/3-7/1/25 980 Arlington 6/3-7/1/25 Volcom Sk8 Park 6/3-7/1/25 Fac & Equip June 25			
0254447	07/11/25	P	Sunset Detectives	0000026756		21,000.00
		Line Description:	Pre-Employment Background Pre-Employment Background Pre-Employment Background			
0254448	07/11/25	P	Tovey Shultz Construction Inc	0000025581		28,527.09
		Line Description:	Lions Pk Proj #17-03/#800032 Retention Payable #17-03			
0254449	07/11/25	P	Water One Industries, Inc	0000031042		16,493.95
		Line Description:	Replace the Water Treatment Eq			
0254450	07/11/25	P	Yunex LLC	0000029573		19,298.20
		Line Description:	Traffic Signal Response May25 IISNS Installation-Various Loc Harbor&Newport Streetlight Rep Harbor&Harbor Center IISNS Ins Harbor&Merrimac-Fiber Splice			
0254451	07/11/25	P	AGA Engineers Inc	0000028838		1,100.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	On-Call TE Svc-May 2025			
0254452	07/11/25	P	ARC	0000022726		1,153.63
		Line Description:	2025 Bin Scanning			
0254453	07/11/25	P	AT & T	0000001107		107.00
		Line Description:	Internet Svs-Skate Park Camera			
0254454	07/11/25	P	AT & T	0000001107		972.02
		Line Description:	Jack Hamett Sports Complex Fire Emergency Line PRI Circuit Inbound Trunk Red Phone Fire Sta#5 Red Phone Fire Sta#6 NHCC Fire Alarm Lions Park Baseball Field DRC Fire Alarm Red Phone Fire Sta#4 Red Phone Fire Sta#1 Red Phone Fire Sta#2 Red Phone Fire Sta#3 WSS Alarm			
0254455	07/11/25	P	Agriserve Pest Control Inc	0000025268		550.00
		Line Description:	City Trees Insect Treatment City Trees Insect Treatment			
0254456	07/11/25	P	All City Management Services Inc	0000009480		14,518.96
		Line Description:	Schl Crsng Guard 5/25-6/7/25			
0254457	07/11/25	P	Alliant Insurance Services Inc	0000017608		198.00
		Line Description:	Ins Prem-Art Crawl Jan 2025-26			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254458	07/11/25	P	Allstar Fire Equipment Inc	0000000986		458.58
		Line Description:	SCBA REPAIRS			
0254459	07/11/25	P	Ana Flores	0000016242		500.00
		Line Description:	Refund Rec Dep 2008908.002			
0254460	07/11/25	P	Anduril Industries	0000031382		1,209.00
		Line Description:	City Invoice Duplicate Pymnt			
0254461	07/11/25	P	Angely Vallarta	0000029193		1,200.00
		Line Description:	Planning Comm Mtng Apr-Jun 25			
0254462	07/11/25	P	Annie Stultz	0000031355		500.00
		Line Description:	Refund Rec Dep 2008903.002			
0254463	07/11/25	P	Anomaly Squared	0000030491		1,058.21
		Line Description:	Call Center Svc-Jun 25			
0254464	07/11/25	P	Arogya Med Care	0000031371		700.00
		Line Description:	Blood Draw Review			
0254465	07/11/25	P	Bartwood Construction, Inc	0000012314		3,200.00
		Line Description:	Board Up @778 Shalimar			
0254466	07/11/25	P	Beau Hossler	0000029714		140.00
		Line Description:	Basketball Referee 7/2/25			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254467	07/11/25	P	Bee Busters Inc	0000007572	440.00
		Line Description:	Bee Abatement Bee Abatement Bee Abatement Bee Abatement		
0254468	07/11/25	P	Berlitz Languages Inc	0000029611	165.00
		Line Description:	Bilingual Test-Apr 2025		
0254469	07/11/25	P	Bob Hall & Associates	0000027193	14,350.00
		Line Description:	Planning Mgr Recruitment Planning Mgr Recruitment		
0254470	07/11/25	P	CAPE	0000001569	120.00
		Line Description:	2025-26 Mbrshp-Carpenter 2025-26 Mbrashp-Pham		
0254471	07/11/25	P	CAPF	0000004755	2,507.50
		Line Description:	Firefighter LTD-July 2025		
0254472	07/11/25	P	CHUBB	0000031158	1,432.74
		Line Description:	Long Term Care Ins-Jun 2025		
0254473	07/11/25	P	CLEA	0000004754	3,904.00
		Line Description:	Police Officer LTD-Jul 2025		
0254474	07/11/25	P	CMHS Inc	0000031386	2,800.00
		Line Description:	Rehab Grant-1750 Whittier		
0254475	07/11/25	P	Carl Warren & Company	0000001578	1,460.64

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Subrogation Fee Subrogation Fee		
0254476	07/11/25	P	Carma Mendoza	0000031379	100.00
		Line Description:	Refund Rec Dep 2009001.002		
0254477	07/11/25	P	Cecilia Herrera	0000031358	850.00
		Line Description:	Refund Rec Dep 2008907.002 Refund Rec Dep 2009005.002		
0254478	07/11/25	P	Chandler Asset Management	0000022081	4,814.55
		Line Description:	Investment Mgnt-Jun 2025		
0254479	07/11/25	P	Chandlers Air Conditioning &	0000001640	3,196.43
		Line Description:	Property Equipment Repair		
0254480	07/11/25	P	Cindy Escobar	0000030934	250.00
		Line Description:	Refund Rec Dep 2008970.002		
0254481	07/11/25	P	City of Huntington Beach	0000002599	3,050.50
		Line Description:	Helicopter Svc-Apr 2025 Booking Fee-Apr 2025		
0254482	07/11/25	P	CityGreen Consulting, LLC	0000030471	6,665.00
		Line Description:	Gen Solid Waste Mgnt-May 25 1383 Consulting Svc-May 2025		
0254483	07/11/25	P	Commercial Interior Resources	0000031200	4,362.50
		Line Description:	Storage crates rental for CMPD		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254484	07/11/25	P	Community Controls	0000020782		2,344.80
		Line Description:	PD Gates 4 Guide Rollers Rplc			
0254485	07/11/25	P	Costa Mesa Alliance for Better Streets	0000029750		100.00
		Line Description:	Refund Rec Dep 2008910.002			
0254486	07/11/25	P	Costa Mesa Boys Baseball Boosters Inc	0000030772		500.00
		Line Description:	Refund Rec Dep 2008904.002			
0254487	07/11/25	P	CostaMesa High School Basketball Booster	0000023959		500.00
		Line Description:	2025 CMHS Alumni Golf			
0254488	07/11/25	P	County of Orange	0000003486		4,593.32
		Line Description:	Teletype Srvs June 25 AFIS Fees May 2025 Radio Repair Feb 2025			
0254489	07/11/25	P	DKS Associates	0000024769		877.50
		Line Description:	Fairview/Belfast TS Thru 5/31			
0254490	07/11/25	P	Daniels Tire Service	0000001922		229.00
		Line Description:	Warehouse Stock			
0254491	07/11/25	P	Data Ticket Inc	0000010929		5,192.06
		Line Description:	Prkng Citation Prcssng-May 25			
0254492	07/11/25	P	Dave Hill	0000031375		105.00
		Line Description:	Refund Rec Dep 2009002.002			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254493	07/11/25	P	David Martinez	0000014476	1,200.00
		Line Description:	Planning Comm Mtng Apr-Jun 25		
0254494	07/11/25	P	Deborah Riddle	0000031380	500.00
		Line Description:	Refund Permit PLUR-24-0096		
0254495	07/11/25	P	Demetrius Mayhand	0000030111	280.00
		Line Description:	Basketball Referee-6/30/25 Basketball Referee 7/7/25		
0254496	07/11/25	P	Division of the State Architect	0000021296	1,109.60
		Line Description:	Disability Access Ed Fee		
0254497	07/11/25	P	ECKERSALL LLC	0000025412	1,610.00
		Line Description:	Sr GIS Analyst-Jun 2025		
0254498	07/11/25	P	Evalcorp	0000030475	10,000.00
		Line Description:	Fac Mtng Prep Jan-Jun 2025		
0254499	07/11/25	P	Expo Propane Inc	0000017819	501.41
		Line Description:	Propane Delivery-CY		
0254500	07/11/25	P	Fast Water Heater Co	0000031383	267.46
		Line Description:	Refund Permit BPLM-25-0041		
0254501	07/11/25	P	Fehr & Peers	0000027516	900.00
		Line Description:	VMT & TIA Svc4/26-5/30/25		
0254502	07/11/25	P	Fuel Pros Inc	0000026476	2,189.50

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	PD Pump #7 Repair DO Inspection-FS #6 DO Inspection-FS #6 May 25 DO Inspection-FS #6 Jun 25 DO Inspection-FS #2 Jun 25 DO Inspection-CY May 25 DO Inspection-FS #2 May 25 FS #2 Pump Repair DO Inspection-CY Jun 25			
0254503	07/11/25	P	Galls LLC	0000002297		12,100.71
		Line Description:	Uniform-Harper Uniform-Orihuela Uniform-Harper Uniform-Orihuela Uniform-Maldonado Uniform-Anderson Uniform-Castillo Uniform-Garcia Uniform-Antojio Uniform-Stefano Uniform-Garcia Uniform-Chawla Uniform-McMahon Uniform-Paulin Uniform-Maldonado Uniforms-Luevano Uniforms-Solano Uniforms-Beck Uniform-Perez Uniform-Orithuela Uniform-Maldonado Uniform-Jaramillo Uniform-Flora Uniform-Flora Uniform-Flora Uniform-Maldonado Uniform-Stefano			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Uniform-Maldonado Uniform-Maldonado Reflectiver Vests Uniforms-Foxwell Uniforms-Tu Uniforms-Maloata Uniforms-Gonzales Uniforms-Sanchez Uniforms-Palomino			
0254505	07/11/25	P	Grainger	0000002393		1,611.30
		Line Description:	TOILET PAPER DISPENSER SALES TAX (7.75%)			
0254506	07/11/25	P	Hailey Brown	0000031353		104.00
		Line Description:	Refund App RADM-24-1579			
0254507	07/11/25	P	Hilton Costa Mesa	0000013124		2,982.33
		Line Description:	Service Awards 2025 Balance			
0254508	07/11/25	P	ICMA	0000002623		2,400.00
		Line Description:	Mbrhp Renewl-A Reyes Mbrshp Renewal-C Gallardo Daly			
0254509	07/11/25	P	IDS Group Inc	0000022643		1,887.20
		Line Description:	IT Office/Trng Rm-May 2025			
0254510	07/11/25	P	Inland Valley Construction Co Inc	0000008158		2,500.00
		Line Description:	Refund Permit PS12-00255 Refund Permit PS12-00212			
0254511	07/11/25	P	Integrated Impressions	0000003403		3,658.90

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	4th July Event Promo Items Promotional Items-Pens Restock			
0254512	07/11/25	P	International Coatings Company Inc	0000025519		2,604.32
		Line Description:	Traffic Paint			
0254513	07/11/25	P	Irvine Ranch Water District	0000005112		1,991.05
		Line Description:	261 Monte Vista 6/6-7/7/25 2603 Elden 6/5-7/7/25 258 Brentwood 6/6-7/7/25 308 University 6/5-7/7/25 220 23rd 6/6-7/7/25 170 Del Mar 6/5-7/7/25 106 Del Mar 6/5-7/7/25			
0254514	07/11/25	P	JR BADGES	0000030171		2,336.75
		Line Description:	Jr Officers Badge Stickers			
0254515	07/11/25	P	James Snordan	0000029974		280.00
		Line Description:	Basketball Referee 7/7/25 Basketball Referee 6/30/25			
0254516	07/11/25	P	Jeffrey Harlan	0000020142		1,200.00
		Line Description:	Planning Comm Mtng Apr-Jun 25			
0254517	07/11/25	P	Jeffrey Tanner	0000031351		14,000.00
		Line Description:	Refund Permit PS19-01107			
0254518	07/11/25	P	Jennifer Escolero	0000031359		850.00
		Line Description:	Refund Rec Dep 2008912.002			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254519	07/11/25	P	Joe Mar Polygraph & Investigation	0000027462		2,250.00
		Line Description:	Pre Employment Polygraph Exam			
0254520	07/11/25	P	John Bennett	0000031381		208.40
		Line Description:	Refund Permit FFAC-24-0072			
0254521	07/11/25	P	Jonathan Zich	0000026312		1,200.00
		Line Description:	Planning Comm Mtng Apr-Jun 25			
0254522	07/11/25	P	Jose Rojas	0000029411		1,200.00
		Line Description:	Planning Comm Mtng Apr-Jun 25			
0254523	07/11/25	P	Karen Klepack	0000030322		1,200.00
		Line Description:	Planning Comm Mtng Apr-Jun 25			
0254524	07/11/25	P	Kimley Horn & Associates Inc	0000005251		5,233.94
		Line Description:	Signal Modernization Thru 5/31			
0254525	07/11/25	P	LEAF PRIOR BILLED BY FLOWATER	0000029719		106.68
		Line Description:	Water Filtration System			
0254526	07/11/25	P	Loomis	0000019082		403.47
		Line Description:	ARMORED CAR SERVICES June25			
0254527	07/11/25	P	Lyons Security Service Inc	0000027168		4,777.50
		Line Description:	SC Security June 2025			
0254528	07/11/25	P	Mariana Valadez	0000031356		500.00
		Line Description:	Refund Rec Dep 2008905.002			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254529	07/11/25	P	Marlene Molina	0000031376		65.00
		Line Description:	Refund Rec Dep 2009003.002			
0254530	07/11/25	P	Merrimac Energy Group	0000021566		3,178.56
		Line Description:	FS#3 Diesel Fuel Tank 13			
0254531	07/11/25	P	Miwall Corporation	0000022454		3,149.11
		Line Description:	Duty Ammo for CMPD SWAT Sniper			
0254532	07/11/25	P	Monument Row	0000030907		5,885.76
		Line Description:	Tenant Relocation May 25			
0254533	07/11/25	P	Nancy Ross	0000027688		1,000.00
		Line Description:	Refund Permit EENC-23-0086			
0254534	07/11/25	P	O Neil Storage	0000018395		137.63
		Line Description:	Offsite Records Storage			
0254535	07/11/25	P	OC Youth Valleyball	0000031378		250.00
		Line Description:	Refund Rec Dep 2009006.002			
0254536	07/11/25	P	OakWest Services Inc	0000029497		2,731.25
		Line Description:	Retention #25-08/#350031 WALL REPAIR			
0254537	07/11/25	P	Office Depot	0000003394		7,678.61
		Line Description:	Office Supplies Police Field O Office Supplies Police Investi			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Office Supplies Police Prop Ev Office Supplies Police Records Office Supplies Police Traffic Office Supplies Telcom Emergen Office Supplies Comms&Marketin Office Supplies Senior Center Office Supplies City Manager Office Supplies City Council Office Supplies Public Srvs Office Supplies Maint Srvs Office Supplies Telecom Emerge Office Supplies Finance Office Supplies Parks Office Supplies Fire Office Supplies Traffic			
0254538	07/11/25	P	Olivia Mack	0000031354		250.00
		Line Description:	Refund Rec Dep 2008972.002			
0254539	07/11/25	P	Orange County Dept of Education	0000000442		1,910.00
		Line Description:	Refund Rec Dep 2009007.002 Refund Rec Dep 2008909.002 Refund Rec Dep 2008973.002 Refund Rec Dep 2008967.002			
0254540	07/11/25	P	Orange County Fire Authority	0000003487		2,400.00
		Line Description:	CADET REGISTRATION			
0254541	07/11/25	P	Orange County Mosquito & Vector Control	0000021750		307.20
		Line Description:	Agreement NO. CON13-006			
0254542	07/11/25	P	Orange County Probation Department	0000003491		5,636.59
		Line Description:	Overtime Apr-June 2025			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254543	07/11/25	P	Pacific Medical Waste	0000029793		193.22
		Line Description:	Biohazard Disposal June 25			
0254544	07/11/25	P	Pacific Plumbing of Southern California	0000030657		1,715.00
		Line Description:	Citywide Plumbing Services			
0254545	07/11/25	P	Park Stanton Place	0000031385		500.00
		Line Description:	Rental Assistance-K Flynn			
0254546	07/11/25	P	Park Stanton Place	0000031385		500.00
		Line Description:	Rental Assistance-L Elman			
0254547	07/11/25	P	Pedro Martinez	0000031377		250.00
		Line Description:	Refund Rec Dep 2009004.002			
0254548	07/11/25	P	Plancom Inc	0000031361		9,040.00
		Line Description:	Refund Permit ZA-21-055 Refund Permit PA-21-31			
0254549	07/11/25	P	Premier Security Services Inc	0000002633		2,604.59
		Line Description:	Mounting of 2 50" TV(s) includ			
0254550	07/11/25	P	Proactive Engineering Consultants Inc	0000028916		10,193.75
		Line Description:	Westside Storm Drain Improveme			
0254551	07/11/25	P	Prudential Overall Supply	0000025480		317.12
		Line Description:	PD Towel Svc-Jun 2025			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254552	07/11/25	P	Quadient Inc	0000028798		7,882.88
		Line Description:	Credit Line June 2025			
0254553	07/11/25	P	RSCCD/Santa Ana College	0000003752		8,424.00
		Line Description:	CLASS REGISTRATION FOR WELLNES			
0254554	07/11/25	P	Rebecca Olson	0000031357		100.00
		Line Description:	Refund Rec Dep 2008906.002			
0254555	07/11/25	P	Robert L Dickson Jr	0000003671		1,200.00
		Line Description:	Planning Comm Mtng Apr-Jun 25			
0254556	07/11/25	P	Shaw HR Consulting Inc	0000021706		5,775.00
		Line Description:	Reasonable Accomodations Reasonable Accomodation Reasonable Accomodations Reasonable Accomodation Reasonable Accomodation			
0254557	07/11/25	P	Southern California Shredding Inc	0000025605		1,640.00
		Line Description:	On-Site Shredding Services On-Site Shredding Services On-Site Shredding Services On-Site Shredding Services			
0254558	07/11/25	P	Sunset Signs	0000031157		5,833.06
		Line Description:	Custom Signage for EOC & Insta			
0254559	07/11/25	P	Switzer Assoc Leadership Solutions	0000029731		950.00
		Line Description:	Executive Coaching			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254560	07/11/25	P	Terrell Thorogood	0000030424	140.00
		Line Description:	Basketball Referee 7/7/25		
0254561	07/11/25	P	The Counseling Team International	0000026352	3,200.00
		Line Description:	Pre-Employment Psych Evals Pre-Employment Psych Pre-Employment Psych Pre-Employment Psych Evals		
0254562	07/11/25	P	The Sayler Group Corp	0000030033	9,792.00
		Line Description:	Trash and Debris Removal Caltr		
0254563	07/11/25	P	Transtech Engineers Inc	0000026910	6,984.00
		Line Description:	On-Call Staff Support Review P		
0254564	07/11/25	P	Tyler Rogina	0000031362	4,900.00
		Line Description:	Refund Permit EENC-24-0117		
0254565	07/11/25	P	UC Regents	0000022660	1,000.00
		Line Description:	Victim Physical		
0254566	07/11/25	P	US Bank	0000002228	6,799.48
		Line Description:	Payroll 25-13		
0254567	07/11/25	P	US Postmaster	0000004377	10,000.00
		Line Description:	Permit PI 4000 EPS#1000067404		
0254568	07/11/25	P	UniFirst Holdings Inc	0000030616	71.40
		Line Description:	CMBS Walk Off Mats		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254569	07/11/25	P	Van Ahn Van	0000029977		545.54
		Line Description:	Refund Permit BPCC-25-0176			
0254570	07/11/25	P	Verified First LLC	0000027240		20.00
		Line Description:	Pre-Employment Credit Checks			
0254571	07/11/25	P	Ware Disposal Inc	0000000255		2,313.28
		Line Description:	James St Refuse July 25			
0254572	07/11/25	P	Williams Data Management	0000018803		540.67
		Line Description:	DATA STORAGE June 25			
					TOTAL	**$1,410,668.23**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020425	07/11/25	P	Blake Cole	0000029962		1,110.00
		Line Description:	Structural Collapse Specialist			
020426	07/11/25	P	Cathleen Serrano	0000030811		1,250.00
		Line Description:	College Tuirion Reimb 1/16-5/7			
020427	07/11/25	P	David Herrera Martinez	0000029421		250.00
		Line Description:	paramedic License Renewal			
020428	07/11/25	P	Dell Marketing LP	0000001963		2,626.03
		Line Description:	Workstation - Traffic Report W			
020429	07/11/25	P	Eric Montgomery	0000016606		1,500.00
		Line Description:	Tuition Reimb			
020430	07/11/25	P	Jack R. Sweeney	0000030173		4,317.60
		Line Description:	3190 E Airport Dr Rent-Jul 25			
020431	07/11/25	P	Monte Peters	0000022201		1,250.00
		Line Description:	Tuition Reimb 8/4-9/27/24			
020432	07/11/25	P	Morgan Cain	0000029624		991.99
		Line Description:	Safety Officer 3/17-3/20/25 Fire Instructor 1			
020433	07/11/25	P	Philip Storey	0000020904		1,500.00
		Line Description:	Tuition Reimb 3/26-5/20/25			
020434	07/11/25	P	SHI International Corp	0000016007		37,992.49

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	MERAKI POE SWITCH MERAKI QSFP CABLE SALES TAX (7.75%) MERAKI MX95 ROUTER MERAKI ENTERPRISE LICENSE MERAKI ADVANCED SECURITY LICEN HP Color Laserjet printer for Verkada View Station @ PD Ware			
020435	07/11/25	P	Soraya Julian	0000018089		162.00
		Line Description:	G141 Concept of Criminal Law			
					TOTAL	**$52,950.11**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254446	07/11/25	O	Southern California Edison Company *Line Description:* Overflow	0000004088	0.00
0254504	07/11/25	O	Galls LLC *Line Description:* Overflow	0000002297	0.00
				TOTAL	**0.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254589	07/18/25	O	Southern California Edison Company *Line Description:* Overflow	0000004088	0.00

TOTAL **0.00**

505,029.64
784,470.58
1,339,830.43
0.00

$ 2,629,330.65

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254573	07/17/25	P	Gentry General Engineering	0000030532		784,470.58

Line Description: Adams/Pinecreel Proj #23-11
Retention #23-11/#300174

TOTAL $784,470.58

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254574	07/18/25	P	Advantage Event Solutions LLC	0000030172	15,590.00
		Line Description:	CIP Audio/VideoSvc 7/8-7/22/25		
0254575	07/18/25	P	Charter Communications	0000011202	21,765.27
		Line Description:	237926501-PD Video Svs Transfer-252590301 CMBS Intern 237929301-PD Video Svs 237925901-PD Public WiFi 237927601-BCC Network Svs 237939201-DRC Network Svs 237938801-NHCC Network Svs 237940101-NHCC Public WiFi 240159901-DRC Internet Svs 244133301-BCC Internet Svs 237940001-CH Hub Network Svs 237926201-City Hall Video Svs 237926701-City Hall Video Svs 237927001-Fire Sta #6 Network 237927101-Parks Admin Network 237930101-City Hall Video Svs 237939101-Fire Sta #1 Network 237939301-Fire Sta #2 Network 237939401-Fire Sta #3 Network 237940301-Library Public WiFi 237940501-Fire Sta #4 Network 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 237939001-Parks @ Corp Yard Pu 237939501-SCP Substation Netwo		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	237939601-Bridge Shelter Netwo 237939701-PD Warehouse Network 237939801-City Hall Network Sv 237939901-Code Enforcement Net 237940401-Fire Sta #4 Internet 243645501-Code Enforcement Int 252590301-Bridge Shelter Inter 253883901-Lions Park Caf? Inte 253883901-Pymt Txfr Lions Park			
0254576	07/18/25	P	ClearSource Financial Consulting	0000027331		19,610.00
		Line Description:	Comprehensive Fee Study			
0254577	07/18/25	P	County of Orange	0000003486		19,288.91
		Line Description:	LAFCO Dues-Membership			
0254578	07/18/25	P	Dell Computer Corp	0000001962		48,715.57
		Line Description:	THUNDERBOLT DOCK ENVIRONMENTAL FEE SALES TAX (7.75%) TOUCHSMRTCRD 3 YR			
0254579	07/18/25	P	Dudek	0000011416		35,198.63
		Line Description:	Housing Element 4/26-5/23/25			
0254580	07/18/25	P	GCD Painting	0000031214		56,050.00
		Line Description:	PD Interior Repaint#24-04 Retention Proj #24-04/#200017			
0254581	07/18/25	P	Gensler	0000031100		44,015.38
		Line Description:	Profession Svc-5/31/25			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254582	07/18/25	P	JP Morgan Equipment Finance	0000029582	377,525.50
		Line Description:	Principal & interest Payment		
0254583	07/18/25	P	Liebert Cassidy Whitmore	0000002960	18,930.00
		Line Description:	LEGAL SERVICES - CMO LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR		
0254584	07/18/25	P	Lyons Security Service Inc	0000027168	21,592.50
		Line Description:	24Hr Security of Lions Park		
0254585	07/18/25	P	Onward Engineering	0000003212	46,187.59
		Line Description:	Fairview Road AT Imprv June 25 Fairveiw Road AT Improv Adams Ave Active Transp June25		
0254586	07/18/25	P	Proactive Realty Investments Inc	0000024109	102,066.00
		Line Description:	James St Repairs Reimbur		
0254587	07/18/25	P	Southern California Assc of Government	0000003937	15,578.00
		Line Description:	Council Membership SCAG		
0254588	07/18/25	P	Southern California Edison Company	0000004088	19,811.80
		Line Description:	Signals June 25 Shalimar Park 6/9-7/9/25 745 W 19th 6/4-7/2/25 567 W 18th 6/4-7/2/25 3190 Airport Lp 6/10-7/10/25 1350 S Coast 6/9-7/9/25		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Vet Hall 6/6-7/8/25 BCC 6/6-7/8/25 2590 Placentia B 6/6-7/8/25 3190 1/2 Red HIll 11/8-12/8/24 3190 1/2 Red HIll 5/13-6/9/25 3190 1/2 Red HIll 4/9-5/12/25 3190 1/2 Red HIll 3/12-4/8/25 3190 1/2 Red HIll 2/7-3/11/25 3190 1/2 Red HIll 12/9-1/9/25 1587 Sunflower 6/9-7/9/25 1990 Placentia 6/5-7/7/25 3191 Red Hill 6/10-7/10/25 707 W 18th 6/6-7/8/25 711 W 18th 6/6-7/8/25 734 James 6/6-7/8/25 740 James 6/6-7/8/25 744 James 6/6-7/8/25 745 W 18th 6/6-7/8/25 2293 Canyon 6/6-7/8/25 744 James A 6/6--7/8/25 717&721 James 6/6-7/8/25 3190 Red Hill 6/10-7/10/25 3190 1/2 Red Hill 6/10-7/11/25 3190 1/2 Red HIll 1/10-2/6/25			
0254590	07/18/25	P	The Home Depot Credit Services	0000002560		35,004.26
		Line Description:	General Supplies Storm Drain M General Supplies Graffiti Abat Auto Parts/Supplies Equip Main General Supplies Street Maint Plumbing Supplies Bldg Maint Hardware Supplies Park Maint Hardware Supplies Bldg Maint Public Safety Items Street Mai General Supplies Bldg Maint Tools Storm Drain Maint Tools Response/Control Tools Bldg Maint			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254591	07/18/25	P	The Kizzie Firm APC	0000031392		190,000.00
		Line Description:	Settlmnt Claim Dated 1/31/21			
0254592	07/18/25	P	Titan Fire Protection, Inc	0000030488		58,565.00
		Line Description:	Fire Sprinkler Repairs & Acces			
0254593	07/18/25	P	AT & T	0000001107		3,588.30
		Line Description:	Smallwood Park Wakeham Park Estancia Park Outgoing Trunk Line DID Trunk Line PD Emergency Line TeWinkle Park Cool Line for PD DRC Alarm IT Computer Room 800 Mhz Radio Link			
0254594	07/18/25	P	ATEI Company, Inc	0000029299		3,500.00
		Line Description:	Concert In Park-7/22/25			
0254595	07/18/25	P	Barnum Stage Rental LLC	0000030762		7,500.00
		Line Description:	CIP Stage Rental 7/8-7/22/25			
0254596	07/18/25	P	Beau Hossler	0000029714		70.00
		Line Description:	Basketball Referee 7/9/25			
0254597	07/18/25	P	Berlitz Languages Inc	0000029611		55.00
		Line Description:	Bilingual Testing Svc			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254598	07/18/25	P	Briana Delfin	0000021391	669.44
		Line Description:	Replace P/R Check #2036288		
0254599	07/18/25	P	Brooksley Bishop	0000030466	400.00
		Line Description:	Mothers Day Lunch-5/8/25		
0254600	07/18/25	P	Bureau Veritas North America Inc	0000016616	946.86
		Line Description:	Bldg Plan Check Svc		
0254601	07/18/25	P	CBE	0000015149	852.07
		Line Description:	Copier Maint 6/5-7/4/25 Copier Maint 5/5-6/4/25 Copier Maint 5/20-6/19/25		
0254602	07/18/25	P	CPS HR Consulting	0000001791	3,161.75
		Line Description:	Test Rental Services Credit Test Rental Services Credit Test Rental Services		
0254603	07/18/25	P	Carl Warren & Company	0000001578	11,982.27
		Line Description:	Wkrs Comp Admin Fee-Apr 25 Wkrs Comp Admin Fee-May 25 Wkrs Comp Admin Fee-Jun 25		
0254604	07/18/25	P	City Of Santa Ana M-13	0000003917	903.08
		Line Description:	Shred Traffic Signal Jul-Dec21 Shred Traffic Signal Jul-Dec21		
0254605	07/18/25	P	Commercial Interior Resources	0000031200	4,266.00
		Line Description:	Replacing the Carpet @ PD.Ware		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254606	07/18/25	P	Community Controls	0000020782		841.40
		Line Description:	FS #4 New Door Key Pad			
0254607	07/18/25	P	CoreLogic Information Solutions Inc	0000004774		6.54
		Line Description:	Property Data & Rpt-Jun 25			
0254608	07/18/25	P	Costa Mesa Newport Harbor Lions Club	0000001818		5,000.00
		Line Description:	2025 Fish Fly Sponsor			
0254609	07/18/25	P	Daniels Tire Service	0000001922		136.50
		Line Description:	Pick up & Disposal of used tir			
0254610	07/18/25	P	Demetrius Mayhand	0000030111		70.00
		Line Description:	Basketball Referee 7/9/25			
0254611	07/18/25	P	Endemic Environmental Services Inc	0000021277		12,846.75
		Line Description:	FP Wetland 6/1-6/15/25			
0254612	07/18/25	P	Everett Dorey LLP	0000026882		2,226.00
		Line Description:	Legal Svc-Ingisht Psychology			
0254613	07/18/25	P	Fed Ex	0000002190		104.82
		Line Description:	Ground Delivery			
0254614	07/18/25	P	Ferguson Enterprises Inc #1350	0000007785		1,113.66
		Line Description:	Plumbing Supplies			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254615	07/18/25	P	Ford Fleet Care	0000026262		456.18
		Line Description:	Parts-June 2025			
0254616	07/18/25	P	Gallagher Benefit Services, Inc	0000030677		2,650.00
		Line Description:	Classification Study			
0254617	07/18/25	P	Galls LLC	0000002297		1,431.63
		Line Description:	Uniform-Leffingwell Uniform-Valdenor Uniform-Nabong Uniform-Maloata Uniform-Muck			
0254618	07/18/25	P	Golden Ticket Ent	0000026334		3,500.00
		Line Description:	Concert In Park-7/15/25			
0254619	07/18/25	P	Grainger	0000002393		17.42
		Line Description:	Hardware			
0254620	07/18/25	P	Hanks Electrical Supplies	0000002445		699.85
		Line Description:	Electrical Supplies Electrical Supplies			
0254621	07/18/25	P	Hirsch Pipe & Supply Company Inc	0000026475		284.33
		Line Description:	Plumbing Supplies Plumbing Supplies			
0254622	07/18/25	P	Interwest Consulting Group Inc	0000021505		3,726.90
		Line Description:	Adam Bicycle Fac-Jun 2025 Adams Bicycle Fac-May25 Adams/Pine Creek Proj-May 25			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254623	07/18/25	P	Irvine Pipe & Supply Inc	0000002711	771.87
		Line Description:	Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0254624	07/18/25	P	JFK Transportation Co., Inc.	0000030141	10,129.54
		Line Description:	Transportation Svc-6/20/25 Transportation Svc-6/26/25 Transportation Svc-6/26/25 Trasnportation Svc-6/27/25 Transportation Svc-6/18/25 Transportation Svc-6/10/25 Transportation Svc-6/11/25 Transportation Svc-6/12/25 Transportation Svc-6/17/25		
0254625	07/18/25	P	Jake Querry	0000031391	12,000.00
		Line Description:	Settlmnt Claim Dated 8/14/23		
0254626	07/18/25	P	James Snordan	0000029974	70.00
		Line Description:	Basketball Referee 7/9/25		
0254627	07/18/25	P	John Stephens	0000002112	73.14
		Line Description:	Davis Kaiser Light Proj Mtng		
0254628	07/18/25	P	Johnson Controls Fire Protection LP	0000026089	2,750.76
		Line Description:	DDL Service Call-6/23/25 FS #6 Service Call-6/23/25 FS #3 Service Call-6/23/25 Telecomm Service Call-6/23/25		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254629	07/18/25	P	Johnson Favaro LLP	0000023249	3,377.50
		Line Description:	Lion Pk Proj Thru 6/30/25		
0254630	07/18/25	P	Knorr Systems Inc	0000005036	9,726.76
		Line Description:	Pool Vacuum-Aquatic Cntr		
0254631	07/18/25	P	Mesa Art & Framing	0000002944	8,512.25
		Line Description:	Vinyl Wraps and Removals		
0254632	07/18/25	P	MetLife Legal Plans Inc	0000014707	5,205.00
		Line Description:	MetLife Legal Premium July 25		
0254633	07/18/25	P	National Construction Rentals Inc	0000003288	2,784.00
		Line Description:	Temporary Fencing for City Pro		
0254634	07/18/25	P	National Data & Surveying Services	0000021249	560.00
		Line Description:	Volume & spped Traffic Counts Volume&Speed Traffic Counts		
0254635	07/18/25	P	Newport Mesa Unified School District	0000021134	8,857.48
		Line Description:	SMART CAMP 24 Materials Reimb SMART CAMP 25-Materials Reimb		
0254636	07/18/25	P	Occu Med	0000003388	6,543.32
		Line Description:	Drug Screen Test		
0254637	07/18/25	P	Orange County Chiefs of Police &	0000003427	500.00
		Line Description:	2025-26 Mbrshp-All Voting Mbrs		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0254638	07/18/25	P	Orange County Council of Governments	0000011417	13,935.13
		Line Description:	Memberships Dues		
0254639	07/18/25	P	PRISM	0000029319	4,228.20
		Line Description:	July-Sept 2025 EAP Srvs		
0254640	07/18/25	P	Pacific Medical Waste	0000029793	193.22
		Line Description:	Biohazard Disposal May 2025		
0254641	07/18/25	P	Pamela Lilly	0000025324	750.00
		Line Description:	Payroll Deduction 25-15		
0254642	07/18/25	P	Primo Brands	0000031368	277.93
		Line Description:	WATER DELIVERY SERVICE May WATER DELIVERY SERVICE April		
0254643	07/18/25	P	Priority Landscape Services LLC	0000026592	992.00
		Line Description:	Citywide Young Tree Care Plnti		
0254644	07/18/25	P	Raymond Rodriguez	0000031384	3,200.00
		Line Description:	Concert In Park-7/8/25		
0254645	07/18/25	P	Staples Advantage	0000024532	4,064.15
		Line Description:	Office Supplies NHS Office Supplies PD Office Supplies IT Office Supplies HR Office Supplies Parks Office Supplies Engineering Office Supplies City Clerk Office Supplies Building		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Office Supplies Finance		
0254646	07/18/25	P	State of California Dept of Industrial	0000001540	675.00
		Line Description:	CA DIR		
0254647	07/18/25	P	State of California Dept of Justice	0000001534	441.00
		Line Description:	Livescan/Fingerprinting Svc		
0254648	07/18/25	P	The Counseling Team International	0000026352	400.00
		Line Description:	Psych Testing		
0254649	07/18/25	P	The Lincoln National Life Insurance Co	0000030039	14,409.44
		Line Description:	Accident Ins July 25 Critical Ill Ins July 25		
0254650	07/18/25	P	Time Warner Cable	0000011202	34.77
		Line Description:	Cable Svs-PW-Conf Room Cable Svs-CMO Comm-Basement		
0254651	07/18/25	P	Tom Harmon	0000030705	550.00
		Line Description:	Band for Independence Day		
0254652	07/18/25	P	Vortex Industries Inc	0000004437	1,400.00
		Line Description:	FS 1-Rolling Door Repair		
0254653	07/18/25	P	Waterline Technologies Inc	0000014520	1,446.81
		Line Description:	DRC-Pool Treatment DRC-Pool Treatment DRC-Pool Treatment DRC Pool Treatment		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0254654	07/18/25	P	West Coast Arborists Inc	0000004498		2,470.00
		Line Description:	CM Project 24-03			
					TOTAL	**$1,339,830.43**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020436	07/18/25	P	Achdjian Real Estate Advisory	0000030549		6,930.00
		Line Description:	Real Estate Svc 1/2-3/28/25			
020437	07/18/25	P	Bobby Fouladi	0000027337		250.00
		Line Description:	CM Achievement Award Jul 2025			
020438	07/18/25	P	CDW Government Inc	0000005402		317.82
		Line Description:	Equipment			
020439	07/18/25	P	Costa Mesa Employees Association	0000006284		4,680.71
		Line Description:	Payroll Deduction 25-15			
020440	07/18/25	P	Costa Mesa Executive Club	0000006286		330.00
		Line Description:	Payroll Deduction 25-15			
020441	07/18/25	P	Costa Mesa Firefighters Association	0000001812		9,467.50
		Line Description:	Payroll Deduction 25-15			
020442	07/18/25	P	Costa Mesa Police Association	0000001819		6,840.00
		Line Description:	Payroll Deduction 25-15			
020443	07/18/25	P	Costa Mesa Police Management Assn	0000005082		315.00
		Line Description:	Payroll Deduction 25-15			
020444	07/18/25	P	Daniel Bruno	0000029161		39.00
		Line Description:	OTS Traffic Safety Law Enf			
020445	07/18/25	P	Enrique Gomez	0000019792		107.12
		Line Description:	Watchbooks-Eng			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020446	07/18/25	P	Joseph Noceti	0000007101	30.82
		Line Description:	FED Exam Exp Reimb		
020447	07/18/25	P	Kasama Lee	0000020859	687.63
		Line Description:	2025 SHRM Conf Exp June Meet & Greet Supplies		
020448	07/18/25	P	Madison Bowman	0000030896	39.00
		Line Description:	OTS Traffic Safety Law Enf		
020449	07/18/25	P	Mercy House	0000003138	194,396.18
		Line Description:	CMBS Ops May 25		
020450	07/18/25	P	SHI International Corp	0000016007	846.65
		Line Description:	COMPUTER EQUIPMENT		
020451	07/18/25	P	Travel Costa Mesa	0000024750	279,752.21
		Line Description:	BIA June 2025		
				TOTAL	**$505,029.64**

End of Report

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-391 **Meeting Date:** 8/5/2025

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of July 15, 2025.

REGULAR CITY COUNCIL AND HOUSING AUTHORITY
JULY 15, 2025 - 6:00 PM - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:01 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros (arrived at 4:08 p.m.), Council Member Marr (arrived at 4:08 p.m.), Council Member Pettis, Council Member Reynolds (arrived at 4:08 p.m.), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS

Mr. D'Alessio spoke on the closed session items.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Jeanie O'Keefe v. City of Costa Mesa
Orange County Superior Court Case No. 30-2024-01443154-CU-PO-CJC

2. 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

3. 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

4. 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

5. 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

6. 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

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

City Council recessed at 4:06 p.m. for Closed Session.

Closed Session adjourned at 5:30 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:00 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 Pastor Matthew Hambrick, Costa Mesa First United Methodist Church.

ROLL CALL
Present: Council Member Buley, Council Member Gameros (Left at 11:24 p.m.), Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

The City Council recognized the Orange County Model Engineers' 40th Anniversary.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Flo Martin, Costa Mesa, spoke on residents living in fear and requested increased police presence to protect residents.

Speaker, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves, refrain from wearing masks, and have body cameras turned on, and spoke in support of public comments via zoom.

Dennis Okholm, Costa Mesa, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks, and spoke on the movie "A Day Without a Mexican".

Nancy Young, Costa Mesa, voiced opposition to ICE's tactics, spoke on residents living in fear, and spoke against racial profiling.

Abril Turner, Costa Mesa, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks.

Debra Marsteller, Costa Mesa, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks.

Speaker, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks.

Speaker, voiced opposition to ICE's tactics.

Cynthia McDonald, Costa Mesa, congratulated the Orange County Model Engineers, spoke on the Brown Act, requested the Farrell Harrison complaint be referred to the District Attorney's Office and the records be disclosed publicly, and requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks, and for the Police Department to be at all community activities.

Speaker, spoke on protecting the community from ICE's tactics.

Speaker, spoke on protecting the community from ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks.

Shawn Drexler, Costa Mesa, volunteers with the Orange County Rapid Response Network, spoke on protecting the community from ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks, requested advanced notice of ICE activity in the community, and to implement a legal defense fund.

Jay Humphrey, Costa Mesa, spoke on allowing public speakers, good governance, and transparency, and spoke on ensuring the community remains the top priority.

Speaker, voiced opposition to ICE's tactics.

Nicholas Taurus spoke on Freedom of Speech, the First Amendment, spoke on illegal immigration, and in support of ICE's activities.

City Council recessed into a break at 6:55 p.m.

City Council reconvened at 6:58 p.m.

Speaker, Costa Mesa, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks.

Speaker, expressed support for ICE and voiced opposition to illegal immigration.

Nately Foley, Costa Mesa, voiced opposition to ICE's tactics.

Speaker, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks, and requested a legal defense fund.

Speaker, Costa Mesa, voiced concerns regarding meeting decorum, ongoing parking challenges and permit parking, vehicles left stationary for extended periods, and persistent littering.

Speaker, voiced opposition to ICE's tactics, spoke on residents living in fear and the struggle to make ends meet.

Patricia Calderilla, spoke on residents living in fear and voiced opposition to ICE's tactics.

Speaker, spoke on incidents involving federal officers facing violence and voiced opposition to illegal immigration.

Speaker, Costa Mesa, voiced opposition to ICE's tactics, requested a resolution prohibiting assistance to ICE, and advocated for federal immigration agents to identify themselves and refrain from wearing masks.

Speaker, spoke on racism, using mobile alerts to warn residents about immigration activity and spoke on residents living in fear.

Speaker, voiced opposition to ICE's tactics and acknowledging when something is wrong.

Speaker, spoke on national overcrowding, rising housing costs, and foreign investment in real estate.

Dianne Russell, Costa Mesa, spoke in opposition of hate and racism, spoke on residents living in fear, and is against masked agents in unmarked cars.

Speaker, voiced opposition to ICE's tactics, spoke on spreading love, spoke on racial profiling, and spoke on residents living in fear.

Evan Hernandez, former Vanguard University student, voiced opposition to ICE's tactics, supports the Sanctuary State laws, spoke on caring for all community members, and is opposed to collaboration with federal immigration agents.

Speaker, Costa Mesa, spoke on open immigration and against deportations.

Speaker, spoke on offering a conduit to help illegal immigrants to become legal, and spoke on banning fireworks in the city.

Speaker, Costa Mesa, spoke on protecting all residents, and requiring federal immigration agents to identify themselves and refrain from wearing masks.

Speaker, spoke on supporting the Council to protect residents, and spoke on working together against hatred.

Speaker, spoke on federal government policies causing fear in the community.

Sue Lester, thanked the Costa Mesa Police Department for their presence, urged the City Council to actively support efforts that make residents feel heard and secure, requested the Farrell Harrison complaint be referred to the District Attorney's office, spoke on adopting an ethics code, spoke on equal rights and equal treatment, and spoke on free speech.

Juana Trejo, thanked the people who voiced opposition to ICE's tactics and thanked the community who contributed food and donations, thanked the Costa Mesa Police Department, spoke on the fight against racism, and requested the City Council to take action.

Roberto Herrera, Resilience Orange County, thanked previous speakers who are in support of peace, spoke on having a constructive dialogue on due process and human rights, spoke on evictions taking place in Costa Mesa and requested an emergency ordinance for an eviction moratorium, spoke on tracking evictions due to immigration actions, and requested additional rental assistance funds.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Marr thanked everyone who spoke and thanked the Police Department, addressed the importance of due process and the need to document unlawful detentions by ICE, spoke on contacting the Orange County Rapid Response Network or call 911, spoke on local businesses are not obligated to allow ICE agents without a warrant, requested to place on the August 5th agenda a resolution to support SB 805 and opposition to face masks, spoke on updating the City's website on legal rights as well as information on food donations and financial assistance, recognized Redemption Church for their work to assist those who need help, congratulated Battalion Chief Steve Airy on his promotion, requested to agendize the possibility of increasing business license fees and placing on the 2026 ballot, requested the ethics and code of conduct be brought back as soon as possible, and spoke on providing opportunities for participation and requested to end meetings earlier.

Council Member Reynolds spoke on the Caltrans agenda report and why she requested it to be moved to the August 5th agenda, highlighted on August 7th is an e-bike rodeo and workshop at Estancia High School, and on August 14th is a workshop by the Fair Housing Foundation, spoke on the Costa Mesa community being kind and caring to neighbors, spoke on the Mexican Repatriation and read a portion from the California Apology, spoke on racial profiling, due process rights, spoke on inhumane treatment and deaths to those who have been detained, spoke in support of Council Member Marr's requests, and providing legal aid, requested additional ways for people to participate in the meeting, and supports rental assistance and supports rental protections.

Council Member Pettis spoke on the July 3rd event, the Fairview Park plaque replacement, and spoke on the Arts Commission.

Council Member Buley thanked Police Chief LaPointe and Interim City Manager Gallardo-Daly for the opportunity to meet with law enforcement officers and the discussion on installing cameras on city owned buildings, spoke on meeting with Mr. Robbins on homeless issues, requested staff to research the licensing of sober living homes and the potential of paying the transient occupancy tax, and the importance of ensuring people are returned home once their insurance coverage at the sober living home ends, spoke on touring a Mesa Water facility, spoke on free speech and on a pathway to citizenship, finding a humane and compassionate way to address immigration, and expressed that SB 54 is counterintuitive and restricts communication.

Council Member Gameros spoke on free speech, spoke on people living in fear, stated that being an undocumented resident is not a crime, thanked Police Officer Dehuff for maintaining decorum, and spoke on the July 3rd event.

Mayor Pro Tem Chavez spoke on immigration, thanked the Costa Mesa Police Department for maintaining decorum, quoted "I'd rather die on my feet then die on my knees", expressed pride in his Mexican American heritage and the experience of growing up in Costa Mesa when being Mexican wasn't always accepted, spoke on people living in fear, and a decline of Latino participation, thanked everyone who spoke during public comments, spoke in support of discussing a resolution, spoke on SB 627, spoke on exploring options for legal aid and working with nonprofits, requested a Study Session for at fault evictions and for staff to start tracking the issue, and informed there is free lunch available for kids 18 and under at the library.

Mayor Stephens thanked everyone who spoke, thanked staff who helped with the July 3rd event, informed the Orange County Fair begins on July 18th, and on July 31st is the motorhome madness event, on July 30th he will participate in a race with other city mayors, spoke on attending the Mayors conference and meeting with Mike Johnston the Mayor of Denver and how Denver can serve as a model for protecting the Latino community, spoke on the First Amendment, read a statement that he and Mayor Pro Tem Chavez released, and spoke on the history of immigration in the United States.

REPORT – CITY MANAGER – Ms. Gallardo-Daly spoke on resources available on the Costa Mesa Cares website, welcomed the eleven new members to the Police Department, and by the end of 2025 should be at maximum staffing levels in the Police Department, and spoke on the open house on Wednesday, July 30th on the citywide zoning efforts to implement Measure K, from 6:00 p.m. to 8:00 p.m. at the Norma Hertzog Community Center.

REPORT – CITY ATTORNEY – NONE.

City Council recessed into a break at 9:04 p.m.

City Council reconvened at 9:20 p.m.

CONSENT CALENDAR

MOVED/SECOND: Council Member Reynolds/Council Member Marr
MOTION: Approve the Consent Calendar.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working at Priceless Pets, and Mayor Stephens recused himself on item 3 the Warrant Resolution due to campaign contributions received from Ware Disposal.
Motion carried: 7-0

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: Theodore Luna, Jezzee Stewart.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on the item due to his wife working at Priceless Pets.

Mayor Stephens recused himself on the item due to campaign contributions received from Ware Disposal.

ACTION:
City Council approved Warrant Resolution No. 2737.

DRAFT

4. MINUTES

ACTION:
City Council approved the minutes of the regular meetings of June 3, 2025 and June 17, 2025.

5. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR STORMWATER AND WATER QUALITY ADMINISTRATION SUPPORT

ACTION:
1. City Council awarded a Professional Services Agreement (PSA) to WSP USA, Inc., 3560 Hyland Avenue, Suite 100, Costa Mesa, California for three (3) years with two (2) one-year renewal periods in an amount not to exceed $164,800 annually, for professional services to provide stormwater and water quality administration support for compliance with the National Pollutant Discharge Elimination System (NPDES) and Municipal Separate Storm Sewer System (MS4) Permit Program.

2. Authorized the Interim City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

6. FINAL MAP FOR TRACT NO. 19244 LOCATED AT 1711-1719 POMONA AVENUE, COSTA MESA, CALIFORNIA

ACTION:
City Council approved the Final Map for Tract No. 19244 and authorized signing of the Map by the City Engineer and the City Clerk.

7. TRAFFIC MANAGEMENT SERVICES AGREEMENTS WITH THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ACTION:
1. City Council approved the 2025 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.

2. Approved the 2025 agreement between the City and the 32nd District Agricultural Association for traffic management services for all designated year-round events at the Orange County Fair and Event Center (“OCFEC”).

3. Authorized the City Manager, or their designee, to execute the agreements.

4. Authorized the City Manager, or their designee, to execute any amendments to the agreements, including but not limited to, amendments increasing the maximum compensation to be paid to the City.

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. 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 item to the August 5th City Council meeting.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
City Council opened the public hearing, and continued the project to the August 5, 2025 City Council meeting.

2. MITIGATED NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT (PGPA-24-0001), REZONE, MASTER PLAN (PMAP-24-0002), AND TENTATIVE TRACT MAP NO. 19351 FOR THE DEVELOPMENT OF 40 RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 220, 222, 234, AND 236 VICTORIA STREET ("VICTORIA PLACE")

Ex-Parte Communications: Mayor Stephens spoke with Don Lamm (Consultant) and Fred Cornwall (Civil Engineer).

Presentation by Mr. Mendez, Senior Planner.

Mr. Lamm presented on behalf of the applicant.

Public Comments:

Marc Vukcevich spoke in opposition of the project.

Cynthia McDonald, Costa Mesa, spoke in opposition of the project.

MOVED/SECOND: Mayor Stephens/ Council Member Gameros
MOTION: Approve the project with the findings set forth in the staff report on pages 26 through 28.

Council Member Gameros requested a friendly amendment concerning the frontage area – install a barrier wall, not rocks or bollards.

Mayor Stephens (1st) and the applicant agreed to the change.

Council Member Reynolds clarified the friendly amendment is a condition to create physical protection by separating the vehicle aisle from the sidewalk and park area.

Council Member Reynolds requested a friendly amendment to change the orientation of the buildings so the view from the street is not a sidewall.

Mayor Stephens (1st), Council Member Gameros (2nd), and the applicant agreed to the change.

Director Tai clarified that the motion encompasses all of the actions associated with the approval, specifically the CEQA action.

Mayor Stephens (1st) confirmed all actions needed to approve the project are included in the motion. Council Member Gameros (2nd) confirmed.

MOVED/SECOND: Mayor Stephens/ Council Member Gameros
MOTION: Approve the Mitigated Negative Declaration, General Plan Amendment (PGPA-24-0001), first reading of an ordinance approving the rezone, Master Plan (PMAP-24-0002), and Tentative Tract Map No. 19351 for the Development of 40 residential units located at 220, 222, 234, and 236 Victoria Street ("Victoria Place"), include a condition to create physical protection to separate the vehicle aisle from the sidewalk and park area, and change the orientations of the buildings so the view from the street is not a sidewall.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
1. City Council approved the General Plan Amendment (PGPA-24-0001), Rezone, Master Plan (PMAP-24-0002), and Tentative Tract Map No. 19351 located at 220, 222, 234, and 236 Victoria Street ("Victoria Place").

2. Included a condition to create physical protection by separating the vehicle aisle from the sidewalk and park area by installing a barrier wall.

3. Directed the applicant to change the orientations of the buildings so the view from the street is not a sidewall.

OLD BUSINESS: NONE.

NEW BUSINESS:

1. RESIDENTIAL PERMIT PARKING PROGRAM - CABRILLO STREET BETWEEN ORANGE AVENUE AND SANTA ANA AVENUE

Presentation by Paul Martin, Transportation Services Manager.

Public Comments:

Steve Brahs, business owner on Cabrillo Street near Newport Boulevard, requested the following: to allow for commercial businesses to buy permit parking passes, let commercial businesses paint 2-hour parking areas, do not approve the automatic extension of 1000 ft. radius towards Newport Blvd., and roll out the shared parking program.

MOVED/SECOND: Council Member Marr/Mayor Pro Tem Chavez
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
City Council adopted Resolution No. 2025-31, approving the implementation of a Residential Permit Parking (RPP) only restriction on Cabrillo Street between Orange Avenue and Santa Ana Avenue, and authorizing the Transportation Services Manager to extend the restriction within a 1,000-foot radius as needed, based on a qualifying petition from affected residents and Council-adopted guidelines.

2. RANDALL PRESERVE DISCUSSION

Council Member Reynolds spoke on the item and provided background information on the Randall Preserve. In addition Council Member Reynolds spoke on the relevant issues for Costa Mesa: site management, fire concerns, fire prevention, access, vehicle volume and traffic concerns, access by walking and biking, wayfinding signage, shuttle drop offs, transportation connections, collaborations with other government agencies and tribal organizations, and grants.

Public Comments:

Dr. Ken Smith shared a PowerPoint regarding Randall Preserve and submitted a petition.

David Martinez spoke on access for bikes and coordination with other agencies.

Matt Garcia, President of Harbor Soaring Society, spoke on the Harbor Soaring Society flying planes over the Banning Ranch area and providing photos, and spoke in support of keeping the area open and protected, and that accessibility and coordination is appreciated.

Cynthia McDonald, Costa Mesa, spoke in support of the information provided to the public, spoke on the burrowing owls being discovered by Cindy Black.

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

ACTION:
The City Council received and filed the report.

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

ADJOURNMENT - Mayor Stephens adjourned the meeting at 11:41 p.m.

DRAFT

Minutes adopted on this 5th day of August, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

CITY OF COSTA MESA

Agenda Report

File #: 25-382 **Meeting Date:** 8/5/2025

TITLE:

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

DEPARTMENT: **CITY MANAGER'S OFFICE**

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

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

RECOMMENDATION:

Staff recommends the City Council approve the draft letter to the Presiding Judge of the Superior Court (Attachment 1) 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."

BACKGROUND:

On May 16, 2025, the City received a copy of the 2024-2025 OC Grand Jury Report titled "Long Term Solutions to Short-Term Rentals" (Attachment 2). The report outlines the status and obstacles for Cities in responding to the growth in Short-Term Rentals (STRs) and seeks to identify best practices that City Councils and Planning Departments may implement to manage STRs with Findings and Recommendations. The Grand Jury report was released to the public on May 22, 2025 and a response is due by the August 20, 2025 to the Presiding Judge of the Orange County Superior Court.

The Grand Jury report provides an overview of strategies used by cities to permit STRs, collect fees, and code enforcement tools. Of the 34 cities in Orange County, the report states that 19 cities have a policy to ban STRs, including Costa Mesa, and 15 have a policy to allow them in some form. In fact, Costa Mesa allows "home-sharing," which requires the owner of the residence to be on site during the term of the rental. It is unclear how the grand jury defined a policy as banning STRs.

The City of Costa Mesa adopted an interim ordinance on November 10, 2020, to address the impacts of STRs on housing availability that worsened during the COVID-19 pandemic. A permanent ordinance was adopted on November 2, 2021, with a minor revision to allow for home-sharing.

ANALYSIS:

City staff have prepared the below draft responses to the findings and recommendations that were directed by the Grand Jury to the City of Costa Mesa.

Findings

F1. Despite the increasing media coverage of Online Booking Agencies (OBAs), STRs are not a new phenomenon in Orange County.

City Response: The City agrees. Issues related to STRs date back to before the COVID-19 pandemic, when cities reacted to complaints focused on curfew and noise violations in residential neighborhoods. In 2020, federal and state pandemic restrictions on travel and social gatherings led to a growth in STRs as an alternative to restrictions enforced at hotels or other public spaces. That same year, Costa Mesa adopted its interim urgency ordinance in response to increasing complaints over noise, vandalism, gun-related incidents, parking violations, and disturbing the peace violations connected to STRs.

F2. The steady growth of STR usage in the last decade raises concerns of potential public nuisance.

City Response: The City agrees. As stated in the City Council resolution adopting the interim ordinance on STRs, "the City has also begun experiencing an increase in the number of complaints related to these operations, which complaints have included noise, vandalism, gun-related incidents, including a drive-by shooting, parking violations, and disturbing the peace."

These concerns led to the adoption of both the interim and permanent ordinance.

F3. Even with robust Code Enforcement, a city's statutory ban on STRs is not enough to keep STRs from operating.

City Response: The City agrees. Robust code enforcement cannot achieve 100% compliance or prevention on issues of public nuisance. The City relies on multiple strategies to educate the public and provide quality alternatives for accommodations or hosting events besides seeking out a short-term rental. This includes promoting hotels and other spaces that can meet the various needs of conferences, business travelers, or family vacations. This is promoted through our travel and visitor partners at Travel Costa Mesa (<https://www.travelcostamesa.com>).

Additionally, local economic development groups such as the South Coast Metro Alliance and the Costa Mesa Chamber of Commerce encourage visitors to use local hotels for their stays or other events.

F12. City leaders have no regular communication with each other concerning STR issues, limiting opportunities to develop strategies and expertise to improve service.

City Response: The City disagrees. The League of California Cities, Association of California Cities-Orange County (ACC-OC), and city leaders have been engaged in conversations at various levels on the impacts of STRs. In 2018, the ACC-OC convened a dedicated STR Working Group to explore best practices and potential policy approaches. The 2024 League of California Cities conference included an education session on code enforcement issues, including STRs. Also, the League of California Cities is sponsoring SB 346 to improve city enforcement of local ordinances related to STRs.

Lastly, earlier this year, the City considered the impacts of our ordinance on options for victims of the tragic Palisades and Alta-Dena fires. Fortunately, the City and Travel Costa Mesa were successful in directing residents from those affected areas to local hotels that provided rooms at a reduced rate to victims.

Recommendations

R1. Cities should review and begin to update ordinances to keep up with the rapidly changing nature of court findings and legislation related to STRs, by December 31, 2025, and no less frequently than every three years thereafter.

City Response: The City reviews and tracks changes with federal and state laws or regulations to ensure all ordinances are compliant. This was evident in our 2021 update of the City's STR ordinance in response to Senate Bill 60 (Chapter 307, Statutes of 2021). The City is actively tracking legislation this year for impacts to the ordinance that may require revisions if signed into law.

R2. Cities should consider developing a plan for upcoming major events that are expected to create a surge in demand for STRs and its associated Transient Occupancy Tax, by December 31, 2025, and no less frequently than every two years thereafter.

City Response: The City is actively engaged in planning for upcoming major events by coordinating with Travel Costa Mesa and local business groups. The City is experienced in preparing for visitors attending large events such as the annual Orange County Fair, NFL pre-season training camps, and conferences.

R9. City leaders should have regular discussions with each other to share STR management strategies on a biannual basis commencing no later than January 1, 2026.

City Response: The City agrees and is participating in those conversations currently with League of California Cities, Association of California Cities-Orange County, and other city partners.

ALTERNATIVES:

The City Council may decline to approve the proposed responses. However, failure to provide responses by the August 20, 2025, deadline will result in violation of California Penal Code sections 933 and 933.05. Staff does not recommend this option. The City Council could propose modifications to the responses. Staff will incorporate City Council recommendations in the City's response to the OC Grand Jury Report.

FISCAL REVIEW:

This item has no fiscal impact.

LEGAL REVIEW:

The City Attorney's Office has reviewed the draft responses and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Diversify, stabilize and increase housing to reflect community needs.

CONCLUSION:

Staff recommends the City Council approve 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."

CITY OF COSTA MESA

P.O. BOX 1200, COSTA MESA, CALIFORNIA 92628-1200

FROM THE OFFICE OF THE MAYOR

August 5, 2025

The Honorable Maria Hernandez
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Dear Judge Hernandez,

Thank you for the opportunity to respond to the findings of the 2024-2025 Grand Jury Report, published on May 22, 2025, titled, "Long-Term Solutions to Short-Term Rentals." Over the past several years the City of Costa Mesa has sought tools to address our housing crisis by adopting policies to encourage new and affordable housing. This includes adopting an interim ordinance on November 10, 2020, to address the impacts of short-term rentals (STRs) on housing availability that worsened during the COVID-19 pandemic. The ordinance was made permanent on November 2, 2021, with a minor revision to allow for home sharing.

Please see the **City's responses** directly below each of the *Findings*:

F1. *Despite the increasing media coverage of Online Booking Agencies (OBAs), STRs are not a new phenomenon in Orange County.*

City Response: The City agrees. Issues related to STRs date back to before the COVID-19 pandemic when cities reacted to complaints focused on curfew and noise violations in residential neighborhoods. In 2020, federal and state pandemic restrictions on travel and social gatherings led to a growth in STRs as an alternative to restrictions enforced at hotels or other public spaces. That same year Costa Mesa adopted its interim urgency ordinance in response to increasing complaints over noise, vandalism, gun-related incidents, parking violations and disturbing the peace violations connected to STRs.

F2. *The steady growth of STR usage in the last decade raises concerns of potential public nuisance.*

City Response: The City agrees. As stated in the City Council resolution adopting the interim ordinance on STRs, "the City has also begun experiencing an increase in the number of complaints related to these operations, which complains have included noise, vandalism, gun-related incidents including a drive-by shooting, parking violations, and disturbing the peace."

These concerns led to the adoption of both the interim and permanent ordinance.

F3. Even with robust Code Enforcement, a city's statutory ban on STRs is not enough to keep STRs from operating.

City Response: The City agrees. Robust code enforcement cannot achieve 100% compliance or prevention on issues of public nuisance. The City relies on multiple strategies to educate the public and provide quality alternatives for accommodations or hosting events besides seeking out a short-term rental. This includes promoting hotels and other spaces that can meet the various needs of conferences, business travelers, or family vacations. This is promoted through our travel and visitor partners at Travel Costa Mesa (https://www.travelcostamesa.com).

Additionally, local economic development groups such as the South Coast Metro Alliance and the Costa Mesa Chamber of Commerce encourage visitors to use local hotels for their stays or other events.

F12. City leaders have no regular communication with each other concerning STR issues, limiting opportunities to develop strategies and expertise to improve service.

City Response: The City disagrees. The League of California Cities, Association of California Cities-Orange County (ACC-OC), and city leaders have been engaged in conversations at various levels on the impacts of STRs. In 2018, the ACC-OC convened a dedicated STR Working Group to explore best practices and potential policy approaches. The 2024 League of California Cities conference included an education session on code enforcement issues including STRs. Lastly, the League of California Cities is sponsoring SB 346 to improve city enforcement of local ordinances related to STRs.

Lastly, earlier this year the City considered the impacts of our ordinance on options for victims of the tragic Palisades and Alta-Dena fires. Fortunately, the City and Travel Costa Mesa were successful in directing residents from those affected areas to local hotels that provided rooms at a reduced rate to victims.

Please see the City's responses directly below each of the ***Recommendations***:

R1. Cities should review and begin to update ordinances to keep up with the rapidly changing nature of court findings and legislation related to STRs, by December 31, 2025, and no less frequently than every three years thereafter.

City Response: The City reviews and tracks changes with federal and state laws or regulations to ensure all ordinances are compliant. This was evident in our 2021 update of the City's STR ordinance in response to Senate Bill 60 (Chapter 307, Statutes of 2021). The City is actively tracking legislation this year for impacts to the ordinance that may require revisions if signed into law.

R2. Cities should consider developing a plan for upcoming major events that are expected to create a surge in demand for STRs and its associated Transient Occupancy Tax, by December 31, 2025, and no less frequently than every two years thereafter.

City Response: The City is actively engaged in planning for upcoming major events by coordinating with Travel Costa Mesa and local business groups. The City is experienced in preparing for visitors attending large events such as the annual Orange County Fair, NFL pre-season training camps, and conferences.

R9. City leaders should have regular discussions with each other to share STR management strategies on a biannual basis commencing no later than January 1, 2026.

City Response: The City agrees and is participating in those conversations currently with League of California Cities, Association of California Cities-Orange County, and other city partners.

The City of Costa Mesa will continue to review and respond to issues of concern related to STRs in our community. Thank you for the opportunity to respond and if you should need further information, please do not hesitate to contact Carrie Tai, Economic and Development Services Director at 714-754-5270.

Sincerely,

Mayor John Stephens
City of Costa Mesa

C: Costa Mesa City Council
Cecilia Gallardo-Daly, Interim City Manager
Carrie Tai, Economic and Development Services Director

2024-2025 ORANGE COUNTY GRAND JURY REPORT

Long-Term Solutions to Short-Term Rentals

Grand Jury

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ACRONYMS

ADU	Accessory Dwelling Units
CCC	California Coastal Commission
CE	Code Enforcement
GIS	Geographic Information System
HOA	Homeowners Association
LI	Low Income
OBA	Online Booking Agency
STR	Short-Term Rental
TOT	Transient Occupancy Tax
VLI	Very Low Income

SUMMARY

Short-term rental (STR) is defined as occupancy of a residence such as a home or an apartment for fewer than 30 days.

Some Orange County residents complain that the growth of STRs impinges on their quality of life and adds costs to city government for additional code enforcement. The 2024-2025 Orange County Grand Jury (Grand Jury) investigation revealed that:

- Cities with a growing number of STRs did not always receive higher complaint volumes.
- Some cities employ effective strategies to manage complaints and other cities can learn from their success.
- When cities ban STRs, this often leads to a never-ending game of "whack-a-mole"—as soon as one unpermitted STR is shut down, another opens.
- Code Enforcement (CE) errs on the side of leniency.
- Some cities rarely pursue fines for STR violations or collect the Transient Occupancy Tax (TOT) on unreported STR income.
- Some cities rely on the "honor system" for STR owners to report and pay the correct TOT.
- The commonly held belief that STRs negatively impact affordable housing is not evident in cities with STRs.

This report identifies best practices that city councils and their planning departments can use to more efficiently and effectively manage their STRs. This includes modifying STR ordinances, and for some cities, utilizing third-party digital tools for better code enforcement and data tracking to collect unreported TOT.

BACKGROUND

For many years, Orange County has been an international destination, with its forty-two miles of scenic coastline, Disneyland, Knotts Berry Farm, Angel Stadium, Honda Center, and other attractions. Vacation rental properties in Orange County's beach communities go back many decades; for instance, in the 1920s, Crystal Cove State Park offered camping sites to the public, and in the 1940s it offered trailers.

For some, STRs are business opportunities. To others, STRs are a nuisance and impinge on neighbors' quality of life. In response to these conflicting priorities, some cities in Orange County have banned STRs, some have limited their number, and some have no limits.

Table 1: STR policies by city

Policy Choice	Cities with the Policy
Banned (19)	Aliso Viejo, Brea, Costa Mesa, Cypress, Fountain Valley, Garden Grove, Irvine, La Habra, Laguna Hills, Laguna Niguel, Laguna Woods, Los Alamitos, Rancho Santa Margarita, Santa Ana, Stanton, Tustin, Villa Park, Westminster, Yorba Linda
Allowed (15)	Anaheim, Buena Park, Dana Point, Fullerton, Huntington Beach, La Palma, Laguna Beach, Lake Forest, Mission Viejo, Newport Beach, Orange, Placentia, San Clemente, San Juan Capistrano, Seal Beach

The advent of online booking agencies (OBAs) has made it even easier for homeowners (and apartment lessees) to supplement their income by renting out their home or room and advertising to millions around the world. As a result, STRs' visibility has increased, creating tension between STR operators and neighbors.

REASON FOR THE STUDY

Short-term rentals are a heated topic in Orange County cities. Various news reports have covered the impact of STRs on local communities, and this motivated the Grand Jury to investigate how effectively Orange County cities are managing STRs.

The scope of this study includes the thirty-four cities in Orange County, with a focus on cities with the largest number of STRs and cities with bans on STRs, as well as coastal cities.

The Grand Jury studied STR permits and the effectiveness of STR bans. Finally, the Grand Jury examined strategies to improve the quality of life for residents and to provide city planning departments a compilation of tools that will assist in effectively balancing the expectations of the residents and the business owners operating STRs.

METHOD OF STUDY

The Grand Jury conducted the following:

- Research on STR management and business models
    - Survey of national publications with articles on STRs

    - Review of websites, interviews, testimonials, and other materials produced by companies serving the STR and hospitality markets or from contractors with products for cities managing STRs
    - Review of academic papers on STRs and their history
    - Review of non-governmental agency white papers on STRs
- In-person interviews of city personnel
- Review of:
    - City meeting minutes and recordings of residents' concerns
    - Various cities' STR complaint processes
    - City ordinances as well as state statutes
    - California Coastal Commission guidance
    - Third-party STR surveillance software used by cities
    - Various cities' STR complaints from June 2022 through June 2024
    - Relevant legal rulings
- Analysis of TOT

INVESTIGATION

The Grand Jury learned that in most cases, STR operators are required to obtain a business license, register with their city for a permit, submit reports, pass an inspection, and pay TOT. This is a city-level tax levied on any temporary lodging that is occupied for fewer than thirty days. All hotels, motels, and bed and breakfasts must remit this tax. Short-term rentals permitting and other policies vary by city. A short-term rental's TOT is paid either monthly, quarterly, or annually. Most cities allowing STRs require a twenty-four-hour, in-person contact to address complaints, within either thirty or sixty minutes.

Short-term rental operators often use one of the numerous OBAs, such as VRBO (from the phrase Vacation Rentals by Owner), Airbnb, Zumper, and HomeAway. In addition, some operators may advertise via direct booking sites (a website for their specific property) or through local rental agents. Multiple OBAs mean that a unique property may have as many as a dozen listings.

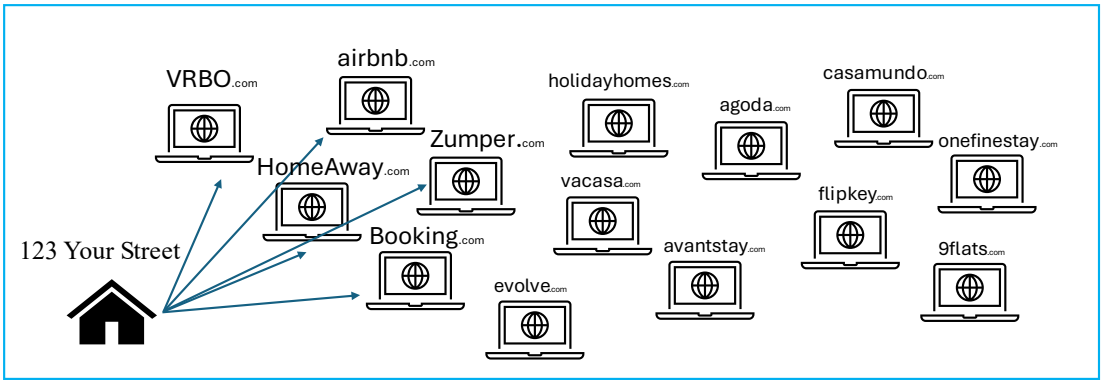

Figure 1: A single residence may appear on multiple websites.

How Cities Manage STRs

In nearly every city, short-term rentals are regulated by ordinances that define operational rules, establish fees for licensing and violations, and outline the appeals process. Often these rules include disclosure to neighbors, a "Good Neighbor Policy" brochure for the renter, parking and garbage policies, and quiet hours for the neighborhood. An emergency contact who would be readily available to respond to a complaint is typically required. City ordinances may define who can own and operate an STR. Cities may limit operation to the primary homeowner or renter, or they may allow investors who own multiple STR properties.

The Grand Jury observed the following STR models:

Table 2: Models of short-term rentals

Hosted/Shared Housing	Owner must be on the property/in house
Primary Housing	Rentals of an owner's primary residence are permitted
Unrestricted	No restrictions on ownership (income-producing property)

The Hosted/Shared model is when a homeowner or renter with an extra room rents it out for fewer than thirty days. The host stays at the property during the guests' stay, either in the house or in an on-property Accessory Dwelling Unit (ADU). The Primary Housing model is when the host rents out their principal home but is not present on the property. Unrestricted STRs are income-producing properties, often owned by corporations and managed by property management companies.

Regardless of the model, neighbors have the expectation that STR businesses will be operated in a responsible and respectful manner. Owner-occupied models make it easier for a neighbor with a complaint to get resolution. In cities that use this model, formal complaints are fewer because neighbors can quickly resolve issues between themselves.

Code Enforcement's Role

Code Enforcement (CE) responsibilities include initial and ongoing inspections of STRs to assure adherence to building codes, noise and parking requirements, along with monitoring city complaint portals and searching for nonpermitted STRs. Code Enforcement officers also investigate citizen complaints to substantiate claims and issue citations.

Revenue staff work in tandem with CE to process permits and licenses and to collect TOT and other fees. In at least one city that has a waiting list for STR permits, revenue staff rather than CE staff manage the list, which may delay or limit CE's ability to find unpermitted STRs.

Several cities employ third-party platforms offering an array of services, including STR registration portals, a complaints hotline and/or online portal, and tax payment portals. These platforms offer efficient and potentially cost-effective options to aid staff monitoring STRs. Cities may also select a third-party platform option that identifies both permitted and unpermitted STRs advertising on OBAs.

STR Policies Vary in Orange County

Each of the thirty-four cities in Orange County has its own policies. As of this writing, nineteen of the cities had a ban on all STRs and fifteen allowed STRs (see Table 1). Unincorporated areas of the county (e.g., Rossmoor, North Tustin) are covered by County of Orange policy through the OC Public Works department, which issues permits; however, the Grand Jury did not observe STR volumes in unincorporated areas warranting analysis.

Cities With an STR Ban

The Grand Jury learned that it is difficult for cities to enforce a ban. Cities report that after they enacted a ban, the volume of STRs saw a notable decline; however, some unpermitted STRs still continued to operate. Cities may use a rental identification database and a complaint portal to improve compliance, often through third-party software. These databases can often identify the address of an unpermitted STR and allow follow-up with the property owner. At least one city with technologically savvy CE staff has performed this task without help from a third-party platform.

All cities in the coastal zone have permits for STRs, and this is linked to mandates from the California Coastal Commission (CCC) which issued a 2016 memo with guidance that coastal cities provide "lower cost visitor…facilities" and beach access via STRs.

Cities Without a Specific STR Ordinance

Some cities without an STR ordinance have operated on the assumption that because STRs are not defined by an ordinance, they are banned. However, when an STR operator challenges a citation, these cities have often discovered that the subsequent court ruling goes against the city, as evidenced by recent cases described below. Cities often respond to these losses by drafting new ordinances and amendments, but sometimes a new STR operator will find another legal gap, and the "whack-a-mole" game continues.

Multi-unit apartment complexes may also host unpermitted STRs in cities that have bans. Photos used in online advertising often make complexes easy to find, but identifying specific units may be difficult. Property managers are more familiar with the units and can sometimes help CE track these down.

Some properties without permits are advertised on foreign-language websites. Image searches may uncover these host sites, but the Grand Jury did not identify any solution yet for this challenge.

How Cities Collect Complaints

Many Orange County cities provide an online complaint portal as well as a telephone hotline; these services are staffed by a third-party platform or by city staff. In cities that allow STRs, Code Enforcement will reach out to the STR emergency contact to initiate complaint resolution.

Issues with STR Code Enforcement

Most STR operators want to avoid citations and fines. Neighbor complaints can lead to notices of violation, fines, and ultimately revocation of the STR operating permit. With effective enforcement, STRs that violate city codes receive a citation and/or fine. This can result in improved behavior on the part of the STR operator.

In the fifteen cities that allow STRs, neighbors face hurdles in complaint resolution. This, along with laxity in enforcement, may explain why fewer than ten percent of STRs record a complaint in a given year, a number that fails to reflect the frustration of STR neighbors.

Tracking and confirmation of complaints is often difficult. In order to enforce STR ordinance rules, code or law enforcement must first substantiate that the source is an STR. In some cities that permit STRs, Code Enforcement works only during regular business hours. Nuisance reports often occur in the evening or early morning, when CE may not be on duty. Therefore, residents or other complainants do not receive a timely response and the problem is not resolved at the time of the actual nuisance, if ever.

Most ordinances require an emergency contact for each STR, but a review of hundreds of complaints between 2022 and 2024 shows that in a number of cases the contact does not respond either in the thirty- or sixty-minute required time frame.

Warnings and citations may take up to a week to issue and are recorded in an STR complaint log. The STR operator may appeal the citation. Initial appeals are made through a city official or a third-party administrative officer. This can take some time, during which the STR may continue to operate. An ordinance without an appeals procedure may be challenged in the courts.

The Grand Jury learned that in most cities, CE investigates complaints with a fair bit of leniency. First, the CE officer will visit the property and confirm the violation. The most common complaint is noise, and this violation must be observed and verified by the CE officer. Other complaints may involve vehicle parking, trash, and exceeding permitted occupancy. The CE officer often works through the emergency contact to resolve problems and often will issue a warning rather than a citation.

Tools That Help Code Enforcement Accomplish Their Goals

Cities that allow STRs would benefit from a system that geographically integrates STR owner contact information, permit, and business license numbers. Having this information readily available would enable CE to respond to complaints more effectively. Some of the third-party platforms offer these tools, but using a third-party platform requires a degree of technical knowledge and an investment in Code Enforcement training. Some cities accomplish this work with internal tools and staff.

Beyond responding to complaints, CE in some cities proactively inspect permitted STRs and/or confirm the emergency contacts. These inspections confirm occupancy limits, ensure that safety equipment is onsite, and validate that no unpermitted construction has been done on the property.

Legal Cases Uncover Gaps in STR Ordinances

Recent cases up and down the state have established firm guidance for cities as they deal with STR issues. The Grand Jury identified a few cases that clarified areas of ambiguity in existing STR ordinances:

Table 3: Recent selected legal findings related to STRs

Case	Decision
People v. Venice Suites, LLC, 71 Cal. App. 5th 715, 732-34 (2021)	Specificity in zoning language is necessary. Length of occupancy was not specified in code and therefore STR usage would be permitted.
Keen v. City of Manhattan Beach, 77 Cal. App. 5th 142 (2022)	The term "residence" alone is not effective in banning STRs. A specific STR ordinance is necessary.
Coastal Protection Alliance Inc. v. Airbnb, Inc., 95 Cal. App. 5th 207, 270 (2023)	Operation of STRs in coastal zones does not in and of itself constitute an increase in density or intensity requiring changes in zoning.
Kracke v. City of Santa Barbara, 63 Cal. App. 5th 1089 (2021)	Coastal cities need to secure and comply with Coastal Commission rulings before drafting any limiting ordinances pertaining to STRs.

These rulings highlight gaps in city ordinances and may provide grounds for appeal of STR citations. In light of these rulings, the cities of Anaheim and Santa Ana amended their codes to incorporate language that plugs the gaps, resulting in more effective STR enforcement.

Managing Permit Scarcity

Limits on the number of STR permits create a quasi-monopoly. In some cities, the permit limit was set at a point in time when no limit existed. The cities selected a number slightly greater than the inventory then in existence. Once the limit was set, these cities saw an acceleration in applications up to the limit.

In some cities, STRs are excluded only in certain zones. Single family home (R1) zones and Homeowner Associations (HOAs) often have exclusions. Other cities permit unlimited STRs in a "vacation home zone" near the beach or an attraction. Still others allow one STR in a fixed radius (typically 300 feet), which effectively limits permits.

At least three cities (Newport Beach, Dana Point, and Orange) have created waiting lists in response to having more applications than available permits. However, STR operators rarely voluntarily relinquish their permits. If an STR has been converted to a long-term rental, then it is no longer subject to TOT. Unless the STR operator informs the city of the conversion, a city that only collects TOT annually (as at least one city does) will not know for a year that the unit is no longer operating as an STR. At that point, as they have not received any TOT from the unit, the

city can initiate proceedings to rescind the STR permit and pass it on to the next applicant on the waiting list. However, the STR operator can appeal, and this can extend the process even longer.

Some cities allow permit holders to transfer their permit to a family member or to the new owner of their property, thus circumventing the waiting list altogether. A system where permits expire after a certain time would afford those on the waiting list an opportunity to be placed ahead of renewals, thus creating a more equitable process. One city, Dana Point, has set a limit on investor-owned properties, allowing more Hosted STRs to have priority in getting permits.

Collecting TOT Revenue

The fifteen cities that allow STRs (see Table 1) collect TOT on STR revenue, plus any fees charged to the renter. Operators report TOT to cities either annually, quarterly, or monthly. Monthly reporting of TOT has several advantages: cities receive TOT sooner, the STR owner has a smoother and more predictable cash flow, and cities can quickly identify non-revenue-producing STRs.

In cities like Dana Point and Anaheim, TOT represents a substantial percentage of city revenue; however, nearly all of this comes from hotels. Short-term rental TOT in Newport Beach represents thirty percent of total TOT collections, contributing two percent of city revenues. Newport Beach has the greatest share of TOT revenue from STRs (with 1,550 units) and the greatest number of STRs of all Orange County cities. Transient Occupancy Tax rates vary by city from eight to seventeen percent. Despite the limited amounts, each city that collects short-term rental TOT increases their general fund.

Each city handles TOT collection differently. Newport Beach collects quarterly from agents who operate STRs and annually from STR homeowners, using paper-based forms. This system does not allow for easy tracking of short-term rental TOT by permit number because multiple units at the same address (with separate permits) may be combined on the form. A digital submission by unique permit number, such as is used by the City of Orange, is easy and provides greater detail to the city.

The City of Anaheim has agreements called Voluntary Collection Agreements (VCAs) with a number of Online Booking Agency platforms that enable monthly TOT remittance from short-term rental advertising on the OBA. In most cases, OBAs share a spreadsheet with totals only; however, at least one platform remits with detailed addresses with amounts by address. It is possible for an OBA to send more detailed data and for the city to integrate it into its information systems, but as yet no city appears to have negotiated with an OBA to implement this direct reporting. Requiring an OBA to report more detail ensures that all STR tax from Online Booking Agency is reported, collected, and remitted to the city, whether the STR is permitted or not. However, this system still would not capture STRs booked directly with the operator, which may be up to 30-60% of gross rental revenue.

At least one city (Orange) requires that TOT reporting include the number of days the STR is available for rent and number of days rented each month. Capturing these statistics facilitates desk auditing.

A "desk audit" is a remote review of the STR operators' reported information to ensure compliance with TOT reporting requirements. This is in contrast to a "business-level audit," which is performed by the city on site and involves verification of the reported information against third-party records, such as bank statements.

The Grand Jury's review of a subset of Orange County cities did not identify any that did more than desk audits on short-term rental TOT receipts. Put simply, these cities currently rely on the "honor system." Conducting business-level audits would allow cities to discover and collect additional funds. However, a city should consider the cost of enforcement versus the financial benefit of STR business audits, especially in smaller cities with limited short-term rental TOT.

Major Events Fuel Demand for STRs

Reports from the 2024 Olympic games indicate that the average price per night of STRs in and around Paris more than doubled during the Olympics, and total inventory grew by nearly fifty percent. With the coming 2026 Los Angeles World Cup and the 2028 Los Angeles Olympics, these surges are likely to be seen in Orange County, especially with the Honda Center and Trestles Beach—both in Orange County—being used as Olympic venues. Orange County cities have not yet dedicated resources to plan around STRs for these major events.

STR Impact on Affordable Housing

Some housing advocates argue that STRs reduce the inventory of much needed and mandated affordable housing. The Grand Jury found that STRs have a negligible effect on affordable housing in cities that currently allow STRs. The Southern California Association of Governments, acting under the direction of the State Housing Element Law, sets a mandated volume of new units by city for Very Low Income (VLI) and Low Income (LI) units, and this analysis uses it as the estimate of needed affordable units.

The Grand Jury's analysis of inland cites suggests that if their existing STR units were converted to affordable housing, they would contribute at most about eight percent (125/1,671 from Table 4) of the affordable units required (in the city of Orange), and a much smaller percentage in other inland cities.

On the other hand, in coastal cities, the STR volumes appear to meet a sizable portion of affordable unit goals. However, coastal cities must comply with State law enforced through the California Coastal Commission (CCC). The CCC weighs in on all coastal development and changes, and any modification of a city's zoning rules or limits on STRs would be subject to the CCC's approval. The CCC's stated goal is to preserve access to public beaches and low-cost

short-term housing, which includes STRs. It is therefore unrealistic to expect that coastal STRs would be converted to long-term affordable housing in any sizeable number.

Table 4: STR permit limits and affordable housing needed (Housing Element)

		Housing Element 6th Series Unit Goals		
Inland Cities	Limit on STR Permits	Very Low Income (VLI)	Low Income (LI)	VLI+LI Unit Goal
Anaheim	277	3,767	2,397	6,164
Buena Park	11	2,119	1,343	3,462
Fullerton	100	3,198	1,989	5,187
Orange	125	1,067	604	1,671
Coastal Cities*				
Dana Point	115	147	84	231
Laguna Beach	300	118	80	198
Newport Beach	1,550	1,456	930	2,386
San Clemente	225	282	164	446
Seal Beach	33	258	201	459

*Subject to CCC legal requirements

Equally important is the fact that there is rarely a one-to-one relationship between STRs and long-term housing. In many areas of the County, STRs are luxury or large-scale homes. It is extremely unlikely that such homes could or would be easily converted into affordable housing or demolished to create multiple affordable dwellings. Aside from the complications of such an endeavor, the likelihood that neighbors would acquiesce to these changes is negligible.

Based on the above factors, the Grand Jury concludes that, contrary to widely held belief, STRs should not be considered a significant factor in the availability of affordable housing in Orange County cities with STRs.

STRs *Can* be Good Neighbors

The burden of getting STR operators to function in a community friendly way should be on the operator and government, not the neighborhood residents. Best practices include the following:

- Updated ordinances that limit how STRs can advertise and specifically exclude STRs from banned cities
- Concise city permitting guidance

- An easy-to-use complaint system for residents
- Diligent code enforcement
- Requiring an in-person contact
- Permit numbers in all advertising
- Monthly electronic collection of TOT

Several Orange County cities, such as Seal Beach, Dana Point, and Orange, have clear permitting procedures that explicitly outline Good Neighbor policies, yielding low complaint rates. Anaheim and Santa Ana have made ordinance revisions that improve the odds that their cities will prevail in appeals to STR citations. Newport Beach, Dana Point, and Anaheim perform regular inspections on new and existing STRs to ensure units are safe and code compliant.

Incorporating the above elements in a city's ordinances and practicing effective code enforcement would enhance the relationship between STR business operators and their neighbors. Moreover, better communication among cities to share these best practices would greatly improve the management of STRs.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2024-2025 Grand Jury requires (or as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation "Long-Term Solutions to Short-Term Rentals," the 2024-2025 Orange County Grand Jury has arrived at twelve findings, as follows:

F1: Despite the increasing media coverage of Online Booking Agencies (OBAs), STRs are not a new phenomenon in Orange County.

F2: The steady growth of STR usage in the last decade raises concerns of potential public nuisance.

F3: Even with robust Code Enforcement, a city's statutory ban on STRs is not enough to keep STRs from operating.

F4: Anaheim's ordinance requires OBAs to report Transient Occupancy Tax (TOT) directly to the city. This has led to the favorable consequence that unpermitted STR income is reported to the city.

F5: Proactive home inspections of new and renewing STRs, which have been implemented in some Orange County cities, improve code enforcement and STR compliance with city ordinances.

F6: Direct remittance of taxes by OBAs does not capture all TOT for an STR because of direct booking practices.

F7: Some cities in Orange County have outdated systems for tracking short-term rental TOT making the process less effective and more difficult for staff.

F8: In some cases, STRs are improperly recharacterized as long-term rentals to circumvent the collection of TOT and any applicable penalties.

F9: Online Booking Agencies in foreign languages are outside the current capabilities of Code Enforcement to monitor and track unpermitted STRs.

F10: Cities that fail to routinely review their STR waiting lists potentially lose TOT revenue and contribute to a greater prevalence of unpermitted STRs.

F11: Locations that have hosted major events have reported an outsized increase in demand and pricing of STRs, a situation Orange County is likely to experience with the upcoming 2026 Los Angeles World Cup and 2028 Los Angeles Olympics.

F12: City leaders have no regular communication with each other concerning STR issues, limiting opportunities to develop strategies and expertise to improve service.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2024-2025 Grand Jury requires (or, as indicated, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2024-2025 Orange County Grand Jury makes the following nine recommendations:

R1: Cities should review and begin to update ordinances to keep up with the rapidly changing nature of court findings and legislation related to STRs, by December 31, 2025, and no less frequently than every three years thereafter. (**F4, F12)**

R2: Cities should consider developing a plan for upcoming major events that are expected to create a surge in demand for STRs and its associated Transient Occupancy Tax, by December 31, 2025, and no less frequently than every two years thereafter. (**F11)**

R3: Cities that allow STRs should evaluate the benefit of ordinances facilitating Voluntary Collection Agreements requiring OBAs to submit TOT directly, by June 30, 2026. **(F4, F12)**

R4: Cities that allow STRs should evaluate the benefit of collecting TOT on a monthly basis by individual property, by June 30, 2026. **(F7, F8)**

R5: Cities should require STRs to include the number of days rented per month per permit to facilitate short-term rental TOT desk audits by November 30, 2025. (**F7, F8)**

R6: Cities with a permit waiting list should implement strategies to remove non-revenue-generating licenses to allow for fair access by December 31, 2025, and annually thereafter. (**F7, F10)**

R7: Cities that allow STRs should consider allocating resources to update their short-term rental TOT tracking systems by September 30, 2026. (**F7, F8, F10)**

R8: Cities that allow STRs should consider random multi-year audits to confirm TOT by June 30,2026, and annually thereafter. (**F6, F7, F8)**

R9: City leaders should have regular discussions with each other to share STR management strategies on a biannual basis commencing no later than January 1, 2026. (**F12**)

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

Penal Code Section 933:

*(c) No later than **90 days** after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the **governing body of the public agency** shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every **elected county officer or agency head** for which the grand jury has responsibility pursuant to Section 914.1 shall comment within **60 days** to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.*

Penal Code Section 933.05:

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Responses Required

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are required within 90 days of the date of the publication of this report from:

Findings

City Councils of the following cities:	
Dana Point, Fullerton, Huntington Beach, Laguna Beach, Newport Beach, San Clemente, San Juan Capistrano, Seal Beach	F1, F2, F5, F6, F7, F8, F9, F10, F11, F12
Costa Mesa, Irvine, Santa Ana	F1, F2, F3, F12
Anaheim	F1, F2, F4, F5, F6, F7, F8, F9, F11, F12

Recommendations

City Councils of the following cities:	
Anaheim, Dana Point, Fullerton, Huntington Beach, Laguna Beach, Newport Beach, Orange, San Clemente, San Juan Capistrano, Seal Beach	R1, R2, R3, R4, R5, R6, R7, R8, R9
Costa Mesa, Irvine, Santa Ana	R1, R2, R9

Requested Responses

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are requested within 90 days of the date of the publication of this report from:

Findings

City Councils of the following cities:	
Buena Park, La Palma, Lake Forest, Mission Viejo, Placentia	F1, F2, F5, F6, F7, F8, F9, F10, F11, F12
Aliso Viejo, Brea, Cypress, Fountain Valley, Garden Grove, La Habra, Laguna Hills, Laguna Niguel, Laguna Woods, Los Alamitos, Rancho Santa Margarita, Stanton, Tustin, Villa Park, Westminster, Yorba Linda	F1, F2, F3, F12

Recommendations

City Councils of the following cities:	
Buena Park, La Palma, Lake Forest, Mission Viejo, Placentia	R1, R2, R3, R4, R5, R6, R7, R8, R9

Aliso Viejo, Brea, Cypress, Fountain Valley, Garden Grove, La Habra, Laguna Hills, Laguna Niguel, Laguna Woods, Los Alamitos, Rancho Santa Margarita, Stanton, Tustin, Villa Park, Westminster, Yorba Linda	R1, R2, R9

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Owner of Rentalscape product, a third-party platform working with cities, offering STR detection with address identification, complaint platform (call-center, web reporting), and tax collection.

Granicus. “Host Compliance.” Granicus.com. Accessed January 6, 2025. https://granicus.com/product/host-compliance/.
Third-party platform working with cities offering STR detection, a complaint platform and tax collection. Host Compliance product recently integrated into Granicus.

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One of many aggregating sites for rentals across platforms. Limits searches to strict city boundaries when searching.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-378 **Meeting Date:** 8/5/2025

TITLE:

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

DEPARTMENT: **POLICE DEPARTMENT**

PRESENTED BY: **NICK WILSON, SERGEANT**

CONTACT INFORMATION: **NICK WILSON (714) 754-4963**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2025-XX, 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. Approve revenue and expense appropriations in the amount of $225,472 respectively, for the FY 2025-26 CHP CTFGP Grant.

BACKGROUND:

The California Highway Patrol (CHP) distributes state funding to California law enforcement agencies through the California State Controller's Office. The mission of the California Highway Patrol is to effectively administer traffic safety grants that deliver innovative programs to reduce traffic fatalities and injuries on California roadways. Grants are used to mitigate traffic safety program deficiencies, expand ongoing programs, and/or to develop new programs. Grant funding cannot replace existing program expenditures, nor can traffic safety funds be used for program maintenance, research, rehabilitation, and/or construction.

The Police Department has been awarded similar grants in the past, which have significantly assisted the objectives of the Traffic Safety Bureau and improved traffic safety for residents and visitors. Traffic safety for vehicular traffic, bicycles and pedestrians is a vital concern as the City promotes a healthy, active lifestyle and active transportation. The Traffic Safety Bureau utilizes enforcement efforts, public awareness campaigns and community events aimed to educate roadway users about traffic safety laws. By prioritizing traffic safety, Costa Mesa strives to make its streets safer and more enjoyable for all residents and visitors.

ANALYSIS:

The Police Department has been approved for a $225,472 traffic safety grant. This is the first Cannabis Tax Fund Grant Program (CTFGP) grant awarded to the Costa Mesa Police Department. The funds associated with the grant will be used to purchase specialized equipment and will fund personnel overtime related to targeted traffic operations. The Traffic Safety Bureau will administer this grant and will strategically use funds to create safer roadway environments and reduce fatal and injury traffic collisions. This will be accomplished by meeting the Grant objectives, which include highly visible targeted enforcement operations and public awareness focused on driving under the influence education and enforcement.

Driving under the influence (DUI) continues to be a leading cause of traffic-related injuries and fatalities, posing a serious threat to the public's safety. To mitigate the prevalence of DUI, a combination of prevention, enforcement, and education is crucial and will be a goal of this grant. Grant funding will be utilized for saturation patrol operations, which will allow officers to specifically and proactively conduct DUI enforcement and to remove DUI drivers from our communities' roadways before they cause a collision.

To assist with these efforts, the grant will fund a DUI enforcement truck that will expand the Police Department's available fleet of emergency vehicles. The grant will also fund a roadway messaging board that will be utilized for public education and messaging about traffic safety. The funded truck will also be utilized for deploying the messaging board trailer.

Additionally, the grant will fund educational programs in the community. Specifically, the grant funds personnel costs for the "Know your Limit" program. For this program, police personnel will coordinate with local bars and will engage the community and utilize mobile breath devices so they can be educated on their blood alcohol level and whether they are within the legal limit to drive.

The FY 2025-26 CHP CTFGP Grant will enable the Police Department to build upon successes achieved to date, while providing new objectives for increasing traffic safety throughout the City.

The specific objectives outlined in the FY 2025-26 CHP CTFGP Grant agreement include:

- Conduct eight (8) community educational events "Know Your Limit" campaigns, increasing awareness of driving under the influence.
- Conduct 40 DUI saturation patrols too reduce DUI/DUID deaths or bodily injury, which will improve roadway safety in the community.
- Purchase one DUI enforcement vehicle/tow vehicle.
- Purchase one message board for DUI Checkpoints and Educational messaging.

FY 2025-26 CHP CTFGP Grant funding is based on the state and local fiscal year, which begins on July 1, 2025, and ends on June 30, 2026. The Grant Agreement allocates $225,472, which will be utilized over the fiscal year. FY 2025-26 CHP CTFGP Grant will reimburse the City for approved grant expenditures throughout the grant period.

Although the majority of the FY 2025-26 CHP CTFGP Grant is designed to support enforcement efforts with the goal of reducing injury traffic collisions, the Traffic Safety Bureau recognizes that it is only through enforcement and education combined that we can fully realize this goal.

The Traffic Safety Bureau will continue to work collaboratively with the City's Transportation Services Division to identify hazards which can be mitigated through environmental design. Additionally, City departments will continue to promote traffic safety education through public service announcements and social media.

ALTERNATIVES:

The City Council may elect not to accept the grant; however, the Department would not be able to pursue the specific goals outlined in the grant.

FISCAL REVIEW:

Upon acceptance of the FY 2025-26 CHP CTFGP Grant, revenue and expense appropriations in the amount of $225,472 respectively will be established in the State Grant Fund (Fund 231).

LEGAL REVIEW:

The City Attorney's Office has reviewed the FY 2025-26 CHP CTFGP Grant Agreement, proposed resolution, and this report, and has approved them 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.
- Maintain and enhance the City's facilities, equipment and technology.

CONCLUSION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2025-XX, 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. Approve revenue and expense appropriations in the amount of $225,472 respectively, for the FY 2025-26 CHP CTFGP Grant.

State of California
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
GRANT AGREEMENT - Page 1

1. GRANT TITLE
FY25/26 CTFGP Law Enforcement - Costa Mesa Police Department

2. NAME OF ORGANIZATION/AGENCY
Costa Mesa Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Costa Mesa Police Department Traffic Safety Bureau

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2025 To: 06/30/2026

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $225,472.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Cecilia Gallardo Daly
Title: City Manager
Phone: (714) 754-5099

Address: 77 Fair Drive
Costa Mesa, CA 92626

E-Mail: Cecilia.GallardoDaly@costamesaca.gov

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Andrew Beasley Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ABeasely@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Carol Molina
Title: Finance Director
Phone: (714) 754-5328

Address: 77 Fair Drive
Costa Mesa, CA 92626

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Costa Mesa Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The proposed project to combat DUI and impaired driving combines targeted enforcement and public education to reduce traffic collisions and enhance safety. It includes increased DUI saturation patrols along with a collaborative effort between local businesses and public safety. Public awareness campaigns will educate drivers about the dangers of impaired driving, focusing on both alcohol and drug use, while promoting responsible behaviors and alternative transportation options. Additionally, the project will leverage data analysis to identify high-risk areas and adjust enforcement strategies accordingly. By integrating both enforcement and education, the project aims to deter impaired driving and foster a safer driving environment.

Problem Statement & Proposed Solution

Traffic Enforcement Staffing:
Staffing reductions attributed to retirements and subsequent recruitment challenges have significantly decreased the number of officers available for traffic law enforcement. Currently, the Costa Mesa Police Department's Traffic Safety Bureau is staffed with only eight officers. Full staffing for the Traffic Safety Bureau is budgeted for ten full-time officers, responsible for enforcing traffic laws across the entire city, including a full-time, two-person DUI team. While the department provides traffic enforcement coverage seven days a week, the limited number of officers results in minimal daily staffing. The loss of the full-time DUI team has limited our ability for directed enforcement of impaired drivers. Traffic officers must also divide their time between critical duties, including crash investigations and other pressing law enforcement responsibilities, leaving little capacity for proactive traffic enforcement. Funding from the Cannabis Tax Fund Grant is instrumental in addressing this gap by enabling officers to dedicate time specifically to impaired driver enforcement, and broader traffic safety initiatives.

DUI Enforcement:
Costa Mesa has historically had a serious DUI problem due to numerous ABC establishments located within the city boundaries, a highly traveled freeway terminating in our city, and our roadways being used to access nearby tourist cities such as Huntington Beach and Newport Beach. To mitigate our DUI issue in Costa Mesa, a combination of prevention, enforcement, and education is crucial. Strengthening partnerships with local businesses, increasing DUI saturation patrols, and continuing public outreach efforts can help reduce the frequency and impact of DUI incidents. The Traffic Safety Bureau had a year-round, two-person DUI enforcement team in 2021 and 2022. During that time there were 1093 DUI arrests in 2021 and 941 DUI arrests in 2022. Due to loss of personnel, the DUI enforcement team was suspended in October 2023, and there were only 851 DUI arrests department-wide that year. The Traffic Safety Bureau was not able to staff a full-time DUI enforcement team in 2024, and DUI arrests dropped to 518 that year. There were 208 DUI traffic collisions in Costa Mesa in 2024. Additional Cannabis Tax Fun Grant saturation patrol funding will allow more officers to have dedicated time for proactive DUI enforcement and reduce the number of DUI collisions in Costa Mesa.

Schedule A

Traffic Enforcement Vehicles:
Like many other agencies, the city of Costa Mesa has faced challenges in maintaining a fully operational fleet of patrol vehicles. Issues such as on-duty crashes, mechanical failures, aging equipment, and manufacturing limitations have led to a shortage of operable patrol vehicles. This shortage has been problematic during DUI saturation patrols, which are typically conducted at night. Given the increased risks associated with riding motorcycles during nighttime hours when impaired drivers are more prevalent, officers often rely on patrol vehicles for these enforcement efforts. However, the already limited patrol vehicle fleet significantly impacts the department's day-to-day patrol operations. For DUI checkpoints, the Costa Mesa Police Department Traffic Safety Bureau currently uses older civilian police pickup trucks to transport our OTS-funded DUI checkpoint trailer, DUI message boards, and other DUI checkpoint equipment. Recognizing the need for an enforcement-specific vehicle with towing and storage capabilities, the Traffic Safety Bureau has observed other local agencies successfully utilizing DUI-specific enforcement vehicles funded through grants.

Traffic Enforcement/Education:
Driving under the influence (DUI) continues to be a leading cause of traffic-related injuries and fatalities, posing a serious threat to public safety. Despite existing laws and enforcement efforts, many drivers remain unaware of the full risks and legal consequences of impaired driving. Public education is a crucial component in preventing DUI incidents by increasing awareness, changing behaviors, and promoting responsible decision-making. However, our agency often lack the necessary funding to implement comprehensive DUI prevention programs. Cannabis Tax fund grant for public education on DUI prevention would allow us to develop and distribute educational materials, host community workshops, and launch awareness campaigns targeting at-risk populations. By utilizing community partnerships, agencies can effectively educate the public on the dangers of impaired driving, alternative transportation options, and the legal repercussions of DUI offenses. Strengthening public education efforts will contribute to safer roadways, reduce impaired driving incidents, and foster stronger relationships between law enforcement and the communities we serve.

DUI Related Traffic Collisions

- 2022
  - Fatal 1
  - Caused Injury 80
  - Injured 119
- 2023
  - Fatal 1
  - Causing Injury 46
  - Injured 63
- 2024
  - Fatal 0
  - Caused Injury 59
  - Injured 90

Solution
Equity:
The Costa Mesa Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. The Costa Mesa Police Department will provide law enforcement services and enforce the law equally, fairly, objectively, and without discrimination toward any individual or group.

Schedule A

Strategies:
Due to the recession of 2008, Costa Mesa Police Department staffing levels have not recovered to full strength, resulting in the inability to staff our DUI and Traffic Enforcement Operations sufficiently. To deter the rise of injury traffic collisions, there is a need to supplement traffic and DUI enforcement operations using personnel on an overtime basis, strategically deploying them to have the largest impact and visibility to the public. The Costa Mesa Police Department Traffic Safety Bureau has slowly been increasing staffing levels, and as of 2021, it implemented a permanent DUI enforcement team until November 2023 when staffing levels dropped again and it was no longer possible to fill those positions. The increase in drivers who are displaying signs and symptoms of both alcohol and drugs, specifically marijuana, has grown exponentially. The Costa Mesa Police Department has experienced an increase in the refusals of the chemical test requirement associated with driving under the influence arrests. As a result, both traffic and patrol officers are spending a significant amount of time during the booking process requesting “McNeely” warrants to obtain the chemical test (blood draw).

Additionally the Cannabis Tax Funding Grant will allow officers dedicated time for DUI saturation patrols, without having to split their enforcement time with crash investigations and other police matters. With funding from Cannabis Tax Funding Grant, the department plans to purchase a heavy-duty, tow-capable enforcement vehicle, featuring distinct "DUI Enforcement" markings as well as acknowledgement of sponsorship by Cannabis Tax Funding Grant. This vehicle will be utilized not only for DUI checkpoints and DUI saturation enforcement operations but also for traffic education displays and publicity campaigns, including social media posts. Driving this vehicle throughout the city will serve as a visible, constant reminder of the dangers of impaired driving and reinforce the department's commitment to traffic safety.

The legal blood alcohol concentration (BAC) limit for operating a motor vehicle in California is widely known to be below 0.08%. However, many individuals may not fully understand how much or how little alcohol it takes to reach or exceed this limit. To address this, the Costa Mesa Police Department is seeking the Cannabis Tax Fund Grant to support the Know Your Limit campaign. As part of this initiative, officers patrol Costa Mesa’s entertainment districts on foot, engaging with patrons outside bars and clubs. Volunteers are asked to estimate their current BAC and assess whether they believe they are safe to drive. They then use a breathalyzer in front of their peers to compare their perceived and actual levels of impairment. This interactive approach serves as an educational tool, reinforcing the importance of responsible decision-making and encouraging the use of designated sober drivers within the Costa Mesa community.

Performance Measures/Scope of Work
40 DUI Saturation Patrols (Q1=10, Q2=10, Q3=10, Q4=10): Aim to reduce DUI/DUID deaths or bodily injury, which will improve roadway safety measures in the community.

1 Message Board for DUI Checkpoints and Educational Messaging (Q1= Purchase, Q2-Q4 Receive and use to complete DUI Checkpoints and Education. We will utilize the Message Boards to notify the public of an approaching DUI Checkpoint. In between DUI Checkpoints, we will display educational messaging against driving under the influence. This will notify the public and allow motorists to slow down and prepare for a driver’s license and DUI Checkpoint. This will reduce public safety risk and allow safety of the employees of the Costa Mesa Police Department. Based on awareness of a DUI checkpoint message board will allow the measurement to reduce the amount of traffic collisions or unsafe driving behaviors by 10%.

1 DUI/Traffic Enforcement vehicle / Checkpoint Tow Vehicle (Q1= Purchase, Q2-4 Receive and upfit of the vehicle capable of towing trailer and supplies for DUI Checkpoint: We will utilize the vehicle to conduct DUI/DUID and traffic enforcement. It will also give us the capabilities to tow our DUI trailer to DUI checkpoints. Having a vehicle available to work DUI saturation patrols will aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community. Also having a vehicle capable of towing a DUI trailer will assist us in conducting DUI Checkpoints reducing another 10% of crashes due to impaired driving.

8 Know your limit campaigns (Q1=2, Q2=2, Q3=2, Q4=2: Aim to contact patrons attending entertainment venues in the City of Costa Mesa and increase awareness of driving under the influence. This interactive approached serves as an educational tool. We aim to contact at least 50 citizens each quarter to increase awareness of driving under the influence. The officers will educate the public on the implications of impaired driving.

Schedule A

Project Performance Evaluation

- Prepare and submit grant claim invoices (due each quarter)
- Prepare and submit Quarterly Performance Reports (QPR)
- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities.
- Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

Method of Evaluation:
Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:
This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Program Sustainability
To prioritize recruitment and hiring efforts, a phased approach will be implemented to restore full-time positions within the Traffic Safety Bureau. This initiative will allow for dedicated DUID enforcement without full reliance on grant-funded overtime operations. Current projections indicate that staffing levels are improving.

In the short term, a financial assessment will identify essential grant-funded programs, and budget reallocation will prioritize critical expenditures. Over the mid-term, revenue diversification strategies and efficiency improvements will be pursued to optimize resources. Additionally, advocacy efforts will focus on securing stable funding through local and state allocations.

In the long term, self-sustaining initiatives, including grant funds, will be established to create continuous revenue streams. A grant contingency plan will also be developed to mitigate financial risks and ensure uninterrupted operations. Through this strategic approach, the organization will gradually reduce dependency on grants while maintaining essential public services and achieving long-term financial sustainability.

Administrative Support
Administrative Support: This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23311	Costa Mesa Police Department	$225,472.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	DUI/DUID Vehicle - Outfitting	$20,000.00
Category Sub-Total		**$20,000.00**
Personnel	Education/Outreach	$22,032.00
	DUI Saturation Patrol	$73,440.00
Category Sub-Total		**$95,472.00**
Equipment	DUI Patrol Vehicle	$80,000.00
	Message Board	$30,000.00
Category Sub-Total		**$110,000.00**

Grant Total	$225,472.00

Schedule B-1
Budget Narrative

Costa Mesa Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI/DUID Vehicle - Outfitting
$20,000.00
Install standardized Code 3 equipment, radios, storage organizers, back seat inmate transportation, weapon security = $20,000

1 DUI/Traffic Enforcement vehicle / Checkpoint Tow Vehicle outfitting. (Q1= Purchase, Q2-4 Receive and upfit of the vehicle capable of towing trailer and supplies for DUI Checkpoint: We will utilize the vehicle to conduct DUI/DUID and traffic enforcement. It will also give us the capabilities to tow our DUI trailer to DUI checkpoints. Having a vehicle available to work DUI saturation patrols will aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community. Also having a vehicle capable of towing a DUI trailer will assist us in conducting DUI Checkpoints reducing another 10% of crashes due to impaired driving.

Ballistic Panels:
Labor for Front Doors install: $500
IIIA doors:$ 874.80
Shipping: $285
Total $2708.94

Window Tint: $135

DMS Full Graphics
Graphics: $840.00
Install: $330
Artwork: $150.00
Total: 1,385.10

All estimates are attached.

Personnel

DUI Saturation Patrol
$73,440.00
40 DUI Saturation Patrols = $153 / hour (Overtime), 6 hour shifts, 2 officers = $1,836
40 operations $73,440

Education/Outreach
$22,032.00
8 "Know Your Limit" operations = $153 / hour (Overtime), 6 hour shifts , 3 officers = $2,754
operations $22,032

Schedule B-1
Budget Narrative

Costa Mesa Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Equipment

Message Board

$30,000.00

1 Message Board for DUI Checkpoints and Educational Messaging (Q1= Purchase, Q2-Q4 Receive and use to complete DUI Checkpoints and Education. We will utilize the Message Boards to notify the public of an approaching DUI Checkpoint. In between DUI Checkpoints, we will display educational messaging against driving under the influence. This will notify the public and allow motorists to slow down and prepare for a driver's license and DUI Checkpoint. This will reduce public safety risk and allow safety of the employees of the Costa Mesa Police Department. Based on awareness of a DUI checkpoint message board will allow the measurement to reduce the amount of traffic collisions or unsafe driving behaviors by 10%.

DUI Patrol Vehicle

$80,000.00

Chevrolet Silverado capabilities to tow DUI Trailer. Outfit vehicle same as fleet. Marked and primarily used for Driving under the influence enforcement.

1 DUI/Traffic Enforcement vehicle / Checkpoint Tow Vehicle (Q1= Purchase, Q2-4 Receive and upfit of the vehicle capable of towing trailer and supplies for DUI Checkpoint: We will utilize the vehicle to conduct DUI/DUID and traffic enforcement. It will also give us the capabilities to tow our DUI trailer to DUI checkpoints. Having a vehicle available to work DUI saturation patrols will aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community. Also having a vehicle capable of towing a DUI trailer will assist us in conducting DUI Checkpoints reducing another 10% of crashes due to impaired driving.

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING ACCEPTANCE OF GRANT FUNDS AND THE EXECUTION OF A GRANT AGREEMENT FROM THE FY2025-26 STATE OF CALIFORNIA DEPARTMENT OF HIGHWAY PATROL (CHP) CANNABIS TAX GRANT PROGRAM.

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

WHEREAS, the State of California, Department of California Highway Patrol (CHP), has awarded grant funding from its Cannabis Tax Grant Program ("Grant"); and

WHEREAS, the City Council of the City of Costa Mesa desires to accept the grant funds for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis; and

WHEREAS, the CHP Cannabis Tax Grant Program ("CTFGP") has awarded grant funding to the City in the amount of $225,472.00 to create safer roadway environments and reduce fatal and injury producing collisions by funding patrol operations, which will allow officers to specifically and proactively conduct DUI enforcement and to remove DUI drivers from our communities' roadways before they cause a collision. Specifically, the funds will cover costs for the purchase of specialized equipment, including one DUI enforcement vehicle and one message board for DUI checkpoints and the grant will also fund personnel overtime related to targeted traffic operations; and

WHEREAS, in addition, the grant will fund educational programs in the City, specifically, for the "Know your Limit" program, which will involve utilizing police personnel who will coordinate with local bars and will engage the community with the utilization of mobile breath devices so they can be educated on their blood alcohol level and whether they are within the legal limit to safely operate a vehicle; and

WHEREAS, the City Council finds and determines that acceptance of the grant funds from the State of California, CHP Cannabis Tax Grant Program could provide a benefit to the safety of the residents of Costa Mesa; and

WHEREAS all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

Section 1. That the recitals contained in this Resolution are true and correct and incorporated herein.

Section 2. The City Council hereby approves the acceptance of the grant funds from the State of California, CHP Cannabis Tax Grant Program in the amount of $225,472.00 for the reimbursement to the City's General Fund for the purchase of specialized equipment and for the funding of personnel overtime related to targeted traffic operations.

Section 3. The City Council of the City of Costa Mesa authorizes the Interim City Manager, or designee, to execute and deliver the grant documents, including the Grant Agreement and accept and administer the grant.

Section 4. 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 ___ day of _____, 2025.

_____
John Stephens, Mayor

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 Ordinance 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 August, 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 August, 2025.

_____
Brenda Green, City Clerk

DRAFT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-387 **Meeting Date:** 8/5/2025

TITLE:

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

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

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

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

RECOMMENDATION:

Staff recommends the City Council:

1. Accept 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. Authorize 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.

BACKGROUND:

On February 20, 2024, the City Council awarded a construction contract to Gentry General Engineering, Inc., for the Adams Avenue and Pinecreek Drive Intersection Project (Project).

The Project implemented innovative pedestrian and bicycle safety improvements at the primary entrance to Orange Coast College (OCC), one of the City's busiest bicycle and pedestrian crossings. The Project removed two high-speed free-right turn slip lanes to allow for bicycle and pedestrian mobility improvements including, new Class I multi-use paths at the southwest and northeast corners of the intersection, Class II buffered bike lanes, a new signalized crosswalk on the west leg of the intersection, new sidewalks, ADA pedestrian curb ramps, bicycle ramps, pedestrian and bicyclist pavement markings, and traffic signal modifications such as new accessible push signals, bicycle video detection, and Leading Pedestrian Intervals (LPI). Green bicycle pavement was installed throughout the project which provides enhanced visibility of dedicated bicycle spaces to allow the safe mobility in and around the intersection. The new Class I multi-use pathway is the first in Orange County to use continuous green painted pavement to separate the bicycle path from the pedestrian

path.

The Project recently won two (2) awards: one from the American Society of Civil Engineers, (ASCE) Orange County Branch for 2025 Outstanding Bikeways and Trails Project, and the other from the Association of California Cities - Orange County (ACC-OC) Golden Hub Award for the 2025 Transportation Innovation and Mobility Solutions Award.

ANALYSIS:

Project construction is now complete. The work required by the contract documents was completed on May 2, 2025, to the satisfaction of the Transportation Services Manager and the City Engineer. The final contract cost amounted to $2,968,640.96. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Original Contract Amount:	$ 2,877,242.00
Total Cost of Change Orders:	$ 195,773.01
Final Quantity Adjustments:	$ (104,374.05)
Final Contract Cost:	**$ 2,968,640.96**

The final contract cost reflects a 3.2% increase to the original contract amount as a result of final quantity and cost adjustments.

As of this date, no stop notices have been filed against the monies due to Gentry General Engineering, Inc.

Before

After

Additional photos of the Project are provided in Attachment 2.

ALTERNATIVES:

This item is administrative in nature and there are no alternatives to be considered.

FISCAL REVIEW:

This Project was financed using numerous funding sources such as the Orange County Transportation Authority (OCTA) Bicycle Corridor Improvement Program (BCIP) Federal Grant, Contributions from OCC, Traffic Impact Fee Fund (214), Measure M2 Fairshare Fund (416), and Capital Improvement Program Funds (401).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project worked toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Accept 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. Authorize 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.

ATTACHMENT 1

CONTRACTOR **GENTRY GENERAL ENGINEERING, INC.**
320 West Tropica Rancho Road, Colton, CA 92324

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

ITEM NO.	BID QUANTITY		UNIT PRICE	DESCRIPTION	ACTUAL QUANTITY	CONTRACT PRICE
1	1	LS	$48,000.00	Clearing and Grubbing	1	$48,000.00
2	1	LS	$60,000.00	Stormwater Pollution Prevention Plan (SWPPP)	1	$27,435.00
3	2,010	C.Y.	$146.00	Unclassified Excavation* (F)	1909.5	$278,787.00
4	11	EA	$2,000.00	Tree Removal	19	$38,000.00
5	450	TON	$281.00	Construct 2" AC Surface Course "Type C"	424	$119,144.00
6	670	TON	$269.00	Construct 3" AC Base Course "Type B"	470.99	$126,696.31
7	1,110	TON	$83.00	Construct 5" CMB Under AC Pavement	818.56	$67,940.48
8	100	ELT	$1,250.00	Apply Crack Seal and Type II Slurry Seal	100	$125,000.00
9	1,500	LF	$60.00	Construct 8" Median Curb, Type "A"	1500	$90,000.00
10	272	LF	$48.00	Construct 8" Parabolic Median Curb Transition	266	$12,768.00
11	92	LF	$84.00	CONSTRUCT VARIABLE HEIGHT RETAINING CURB (8"-14") OVER 4"	50	$4,200.00
12	250	LF	$67.00	Construct Variable Height Retaining Curb (0” to 8”), Type “A”, Over 4” CMB	230	$15,410.00
13	17	LF	$69.00	Construct Variable Height Curb (0” to 8”), Type “A”, Over 4” CMB	17	$1,173.00
14	265	LF	$158.00	Construct 8” Curb & Gutter, Type “C”, Over 6” CMB	265	$41,870.00
15	650	LF	$139.00	Construct Modified 6” Curb & Gutter, Type “C”, Over 6” CMB	655	$91,045.00
16	260	SF	$23.00	Construct Median 4” Stamped, Sand Colored PCC Over 4” Sand Over Compacted Subgrade	260	$5,980.00
17	3,250	SF	$19.00	Construct 4” PCC Sidewalk Over 4” CMB	3032	$57,608.00
18	14,250	SF	$19.00	Construct 4” PCC Sidewalk (Bicycle/Pedestrian Pathway) Over 4” CMB)	0	
19	3	EA	$17,000.00	Construct 4” Concrete Curb Ramp (Case A) Over 4” CMB	3	$51,000.00
20	1	EA	$16,000.00	Construct 4” Concrete Curb Ramp (Case B) Over 4” CMB	1	$16,000.00

ATTACHMENT 1

CONTRACTOR **GENTRY GENERAL ENGINEERING, INC.**
320 West Tropica Rancho Road, Colton, CA 92324

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

ITEM NO.	BID QUANTITY		UNIT PRICE	DESCRIPTION	ACTUAL QUANTITY	CONTRACT PRICE
21	1	EA	$15,000.00	Construct Modified 4” Concrete Curb Ramp (Case F) over 4” CMB	1	$15,000.00
22	500	SF	$53.00	Construct 8” PCC Spandrel Over 8” CMB	500	$26,500.00
23	225	LF	$53.00	Install 2” X 8” Redwood Header	225	$11,925.00
24	1	LS	$30,000.00	Regrade Existing Landscaping Area Behind PCC Sidewalk. Adjust Impacted Irrigation and Appurtenances As Needed	1	$30,000.00
25	1	LS	$42,000.00	Fill and Grade with Native Soil and Compact to 95% Relative Compaction. Furnish and Install 3” Organic Mulch. Adjust, Replace or Modify Irrigation and Appurtenances As Needed	1	$42,000.00
26	1	LS	$12,600.00	Modify Irrigation as Necessary to Ensure Proper Head to Head Coverage of Irrigation	1	$12,600.00
27	1	LS	$34,000.00	Adjust, Replace or Modify Median Irrigation and Appurtenances As Needed	1	$34,000.00
28	1	EA	$63,000.00	Construct Case “A” Curb Opening Catch Basin (W=21’)	1	$63,000.00
29	1	EA	$49,000.00	Construct Case “B” Curb Opening Catch Basin (W=14’)	1	$49,000.00
30	1	EA	$25,000.00	Install Type V Inlet	1	$25,000.00
31	300	SF	$46.00	Construct Local Depression	300	$13,800.00
32	2	EA	$5,300.00	Construct Concrete Collar for RCB	0	$0.00
33	1	EA	$41,000.00	Construct Junction Structure-Pipe to Pipe	0	$0.00
34	20	LF	$814.00	Furnish and Install 18” RCP, D-1500	20	$16,280.00
35	3	EA	$3,200.00	Reset Survey Monument	3	$9,600.00
36	1	EA	$1,800.00	Relocate Existing Bus Bench and Debris Receptacle	1	$1,800.00
37	11	EA	$1,000.00	Relocate Existing Irrigation Control Valves	11	$11,000.00

ATTACHMENT 1

CONTRACTOR **GENTRY GENERAL ENGINEERING, INC.**
320 West Tropica Rancho Road, Colton, CA 92324

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

ITEM NO.	BID QUANTITY		UNIT PRICE	DESCRIPTION	ACTUAL QUANTITY	CONTRACT PRICE
38	3	EA	$5,600.00	Remove Existing Catch Basin Structure and Protect Existing Connector Pipe in Place. Fill and Compact Removal with Native Soil	2	$11,200.00
39	1	LS	$141,000.00	Signing and Striping*	1	$141,000.00
40	1	LS	$583,000.00	Traffic Signal Modification, Interconnect and Full Functionality with the City's Traffic Management Center*	1	$583,000.00
41	1	LS	$120,000.00	Install Street Lighting Conduit	1	$120,000.00
42	1	EA	$1,650.00	Adjust Existing Sewer Manhole to Grade	1	$1,650.00
43	1	FA	$100,000.00	Additional Work Items	1	$100,000.00
44A	360	TON	$315.00	Construct 4" AC Surface Course, "Type C" (Bicycle/Pedestrian Pathway)	367	$115,605.00
45A	360	TON	$126.00	Construct 4" CMB Under AC Pavement (Bicycle/Pedestrian Pathway)	423.66	$53,381.16
CCO1				Change Order 1	1	$108,354.31
CCO2				Change Order 2	1	$154,888.70
					TOTAL	**$2,968,640.96**

ATTACHMENT 2

Adams Avenue and Pinecreek Drive Intersection Multimodal Improvements Project Photos

KEEP

WRONG
WAY

BIKE LANE
NO STOPPING ANY TIME
START CROSSING Watch For Vehicles
MAY START Finish Crossing If Started
TIME REMAINING To Finish Crossing
DON'T CROSS
PUSH BUTTON TO CROSS

Pinecreek
TURNING VEHICLES

File #: 25-395 **Meeting Date:** 8/5/2025

TITLE:

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

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: PAUL MARTIN, P.E., TRANSPORTATION SERVICES MANAGER (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council approve Resolution (2025-xx) 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.

BACKGROUND:

Costa Mesa Freeway (SR-55) currently terminates at 19th Street and continues south through Downtown Costa Mesa as Newport Boulevard. This major arterial, under the jurisdiction of Caltrans, while providing for regional transportation needs for vehicular traffic, creates significant barriers and safety challenges for pedestrian and bicycle traffic, resulting in a concentration of injuries and fatalities. Crashes along Newport Boulevard often involve vulnerable roadways users such as people walking and bicycling. Between 2021 and 2024, there have been five pedestrian fatalities along Newport Boulevard between the limits of 19th Street and Industrial Way. Since 2009, more than half of pedestrian fatalities within the City of Costa Mesa occurred on Newport Boulevard, between 19th Street and Industrial Way.

ANALYSIS:

Caltrans recently initiated a project (12-OR32UR) with plans to construct improvements along SR-55 between SR-1 (Pacific Coast Highway) in Newport Beach and SR-91 in Anaheim. In January 2023, Caltrans facilitated a public meeting with invitations sent to members of the Costa Mesa community regarding this project. During the meeting, the community requested Caltrans recognize the concentration of crashes, injuries, and fatalities on Newport Boulevard, prioritize safety for pedestrians and bicyclists, and incorporate effective treatments for improving safety along Newport Boulevard. Following this meeting, Caltrans conducted a feasibility analysis and determined that separated bicycle lanes were infeasible and did not include them in the design plans. The Caltrans project included limited improvements for Newport Boulevard (SR-55) within the City of Costa Mesa including the following:

- New pedestrian accessible curb ramps along Newport Boulevard intersections at 17th Street, Harbor Boulevard, 19th Street, Baker Street, and Paularino Avenue.
- Accessible Pedestrian Signals (APS) and pedestrian countdown signals at signalized intersections.
- Battery backup systems to maintain operations during power outages.

Caltrans has initiated the project implementation and indicated that the project construction schedule is June 2025 to 2027.

The current Caltrans project excluded several safety features desired by the City of Costa Mesa staff and community including:

- Provision of a new crosswalk at the Newport Boulevard/Rochester Street-18th Street intersection north leg.
- Provision of a new crosswalk at the Newport Boulevard/Harbor Boulevard intersection south leg.
- Installation of additional lighting along corridor and at crosswalks for improved pedestrian visibility. Upgrade all existing high pressure sodium lighting fixtures to brighter LED fixtures.
- Reduction of travel lane widths to reduce pedestrian exposure in crosswalks, manage speeding behavior, and facilitate other safety improvements such as bulb-outs.
- Installation of Leading Pedestrian Intervals (LPIs) with supplemental No Right-Turn blank-out signs.
- Inclusion of advance stop bars at crosswalks.
- Provision of quick build (striping) or permanent (concrete) curb extensions where feasible to reduce pedestrian crosswalk crossing distances across Newport Boulevard or across cross-streets.
- Intelligent Transportation Systems (ITS) features to reduce potential conflicts (e.g., extended yellow for dilemma zone issues, delayed green for unfinished pedestrian crossings, “rest-on-red” at selected intersections during off-peak hours to discourage excessive speeding during low traffic conditions, and video monitoring systems and analytics to detect near-miss incidents for proactive safety management, etc.).

The items above are consistent with SB-960 (2024), the Transportation: Planning: Complete Streets Facilities: Transit Priority Facilities Bill, which mandates Caltrans to “incorporate Complete Streets (CS) elements, like pedestrian, bicycle, and transit facilities, into asset management plans, setting specific performance targets for these features.”

The Costa Mesa City Council, through the attached resolution (Attachment 1), requests Caltrans to prioritize pedestrian and bicycle safety in Downtown Costa Mesa. The resolution also requests that Caltrans take immediate steps to incorporate measures to address pedestrian and bicycle safety along this major corridor as part of the current project. The resolution further requests that Caltrans

engage with the City on a routine basis to review and address traffic safety concerns of pedestrians and bicyclists in Downtown Costa Mesa.

ALTERNATIVES:

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

FISCAL REVIEW:

There are no fiscal impacts to the City for the approval of the recommended action.

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 project supports the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council approve Resolution (2025-xx) 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.

ATTACHMENT 1

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REQUESTING THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION TO IMPLEMENT PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS ALONG NEWPORT BOULEVARD (SR-55) IN THE CITY OF COSTA MESA

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, Costa Mesa Freeway (State Route (SR) – 55) currently terminates at 19th Street and continues south through Downtown Costa Mesa as Newport Boulevard; and

WHEREAS, Newport Boulevard south of 19th Street is under the jurisdiction of the State of California Department of Transportation (Caltrans) and the roadway serves local traffic needs within Costa Mesa; and

WHEREAS, The current configuration of Newport Boulevard creates significant barriers to bicycle and pedestrian access in Downtown Costa Mesa; and

WHEREAS, University of California at Berkeley's Safe Transportation Research and Education Center (SafeTREC) has identified six of nine pedestrian collision fatalities within the City of Costa Mesa occurred on Newport Boulevard (between 19th Street and Industrial Way) in the 10-year period between 2009 and 2018; and

WHEREAS, SafeTREC has identified five of nine pedestrian collision fatalities within the City of Costa Mesa occurred on Newport Boulevard (between 19th Street and Industrial Way) in the 4-year period between 2021 and 2024; and

WHEREAS, SafeTREC has identified bicycle collisions within the City of Costa Mesa are concentrated on Newport Boulevard (between 19th Street and Industrial Way) in the 5-year period between 2014 and 2018; and

WHEREAS, the City of Costa Mesa prioritizes safety in all transportation projects and works to incorporate pedestrian and bicyclist safety improvements in all roadway projects; and

WHEREAS, in 2020, the City of Costa Mesa was selected by the Community Pedestrian and Bicycle Safety Training (CPBST), a statewide project of California Walks

and SafeTREC for community engagement and field review to improve safety for people walking and bicycling in Costa Mesa and to create a community vision for improvements on three roadways including Newport Boulevard; and

WHEREAS, the City of Costa Mesa adopted an Active Transportation Master Plan in 2018 and a Pedestrian Master Plan in 2024, and is actively developing a Safe Routes to School Action Plan; and

WHEREAS, Newport Boulevard is in a Pedestrian Opportunity Zone in the City of Costa Mesa General Plan; and

WHEREAS, Caltrans is currently embarking on a SR-55 Improvement Project between SR-1 in Newport Beach and SR-91 in Anaheim; and

WHEREAS, the current Caltrans project includes limited measures aimed at addressing pedestrian and bicycle safety needs; and

WHEREAS, in 2014, Caltrans adopted a Complete Streets policy through Deputy Directive 64 (DD-64-R2), which directs Caltrans to provide "for the needs of travelers of all ages and abilities in all planning, programming, design, construction, operations, and maintenance activities, and products on the State Highway System. Caltrans views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system."; and

WHEREAS, the Caltrans Highway Design Manual Chapter 400 states "Intersections should accommodate all users of the facility, including vehicles, bicyclists, pedestrians and transit. Bicycles have all the rights and responsibilities as motorist per the California Vehicle Code, but should have separate consideration of their needs, even separate facilities if volumes warrant. Pedestrians should not be prohibited from crossing one or more legs of an intersection, unless no other safe alternative exists."; and

WHEREAS, the 2014 Caltrans Design Flexibility in Multimodal Design Memorandum states "This guidance allows for flexibility in applying design standards and approving design exceptions that take the context of the project location into consideration, which enables the designer to tailor the design, as appropriate, for the specific circumstances while maintaining safety"; and

WHEREAS, in 2021, Caltrans published Director's Policy on Complete Streets (DP-37), which establishes an "organizational priority to encourage and maximize walking, biking, transit, and passenger rail as a strategy to not only meet state climate, health, equity, and environmental goals but also to foster socially and economically vibrant, thriving, and resilient communities. To achieve this vision, Caltrans will maximize the use of design flexibility to provide context-sensitive solutions and networks for travelers of all ages and abilities."; and

WHEREAS, in 2022, Caltrans published Director's Policy on Road Safety (DP-36), which establishes an agency "expectation to prioritize safety in order to achieve its goal of zero fatalities and serious injuries by 2050. All Divisions shall align their programs, plans, policies, procedures, and practices with the Safe System approach as appropriate to their division."; and

WHEREAS, Caltrans utilizes the Complete Streets Decision Document (CSDD) "to verify that complete streets elements are included in Caltrans projects and to justify non-inclusion decisions through a project waiver, and track at each phase"; and

WHEREAS, in 2022, AB-2264, the Pedestrian Crossing Signals Bill, was signed into law, requiring "a traffic-actuated signal to be installed and maintained to have a leading pedestrian interval, and to include the installation, activation, and maintenance of an accessible pedestrian signal and detector, upon the first placement or replacement of a state-owned or operated traffic-actuated signal"; and

WHEREAS, in 2024, SB-960, the Transportation: Planning: Complete Streets Facilities: Transit Priority Facilities Bill, was signed into law, mandating Caltrans to "incorporate Complete Streets (CS) elements, like pedestrian, bicycle, and transit facilities, into asset management plans, setting specific performance targets for these features"; and

WHEREAS, Newport Boulevard contains crossings that include Routes to School for Middle and High School Students; and

WHEREAS, in 2023, the City of Costa Mesa worked successfully with Caltrans to provide a crosswalk used by school children at Newport Boulevard/Industrial Way along the west leg after students and parents raised safety concerns; and

WHEREAS the SR-55 Improvement Project offers a critical opportunity to improve safety conditions consistent with Costa Mesa's transportation safety goals and Caltrans Complete Street policies and responsibilities, and

WHEREAS, the City of Costa Mesa Staff and Community have identified several key safety improvements, detailed in the attached Exhibit A, that should be incorporated into the current project.

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

Caltrans should take immediate steps to incorporate measures identified in Exhibit A to address pedestrian and bicycle safety in Downtown Costa Mesa as part of the current project.

Caltrans should engage with the City of Costa Mesa on a routine basis to review and address traffic safety concerns of pedestrians and bicyclists in Downtown Costa Mesa.

Caltrans should collaborate with the City on a safer multimodal corridor consistent with policies and statements identified above; and

Caltrans should design and construct a corridor that should include, but not be limited to, safe and protected pedestrian crossings, crosswalks at each crosswalk leg, improved bikeways, and transit improvements.

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to Caltrans, Assemblymember Petrie-Norris, Senator Choi, and other relevant state, regional, or local agencies.

DRAFT

ATTACHMENT 1

PASSED AND ADOPTED this 5th day of August, 2025.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney

DRAFT

ATTACHMENT 1

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 5th day of August, 2025, by the following roll call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 5th day of August, 2025.

_____
Brenda Green, City Clerk

DRAFT

EXHIBIT A

The following additional safety features desired by the City of Costa Mesa staff and community should be considered by Caltrans as part of current SR-55 project:

- Provision of a new crosswalk at the Newport Boulevard/Rochester Street-18th Street intersection north leg.
- Provision of a new crosswalk at the Newport Boulevard/Harbor Boulevard intersection south leg.
- Installation of additional lighting along corridor and at crosswalks for improved pedestrian visibility. Upgrade all existing high pressure sodium lighting fixtures to brighter LED fixtures.
- Reduction of travel lane widths to reduce pedestrian exposure in crosswalks, manage speeding behavior, and facilitate other safety improvements such as bulb-outs.
- Installation of Leading Pedestrian Intervals (LPIs) with supplemental No Right-Turn blank-out signs.
- Inclusion of advance stop bars at crosswalks.
- Provision of quick build (striping) or permanent (concrete) curb extensions where feasible to reduce pedestrian crosswalk crossing distances across Newport Boulevard or across cross-streets.
- Intelligent Transportation Systems (ITS) features to reduce potential conflicts (e.g., extended yellow for dilemma zone issues, delayed green for unfinished pedestrian crossings, "rest-on-red" at strategically-selected intersections during off-peak hours to discourage excessive speeding when traffic is light, and video monitoring systems and analytics to detect near-miss incidents for proactive safety management, etc.).
- Ensure that all video detection cameras proposed to be installed along Newport Boulevard are capable of detecting bicyclists in order to provide adequate green time to safely cross the intersection from side streets.
- Adaptive Signal Timing system to dynamically respond to real-time vehicular, bicyclist, and pedestrian flow (e.g., extend walk signals when more pedestrians are detected, shorten vehicle green time during low traffic conditions, etc.).
- Vehicle-to-Infrastructure (V2I) and Vehicle-to-Pedestrian (V2P) technologies to alert motorists and pedestrians of potential conflicts and enhance safety of vulnerable road users.
- Other safety corridor improvements and features to address traveler safety.

File #: 25-383 **Meeting Date:** 8/5/2025

TITLE:

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

DEPARTMENT: PUBLIC WORKS DEPARTMENT/MAINTENANCE SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of 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. Authorize the Interim City Manager and City Clerk to execute any agreements for the purchase of the playground equipment.

BACKGROUND:

Brentwood Park, originally constructed in 1978 as a 1.5-acre park, was expanded to 2.6 acres after the City acquired additional space following the closing of Park Private Day School in 2007. The playground equipment currently in use was installed in 1995, making it one of the longest serving playgrounds in the City. Although the playground equipment and rubberized surface remain safe for use, the playground has become outdated and unsightly due to its age, with significant fading and deterioration of metal components and paint, resulting in increased maintenance time and costs to maintain playability.

The Park presently features a single playground structure intended for children ages 5-12, a sand volleyball court, a reservable picnic shelter, lighting and a large turf area. Brentwood Park is an integral part of the Eastside community in serving the nearby residents with recreational amenities. The proposed improvements will enhance the playground equipment, add swings, and provide seating options.

In April of 2025, staff were notified of a potential grant opportunity offered through a partnership between Game Time Playground Solutions, a playground equipment design and manufacturing company, and the California Park and Recreation Society (CPRS). The grant would fund half of the

cost for qualifying equipment including the design.

Game Time provided a qualifying conceptual design based on feedback obtained directly from staff, Brentwood Park community group, as well as through the review of public comments from several Council and PACS Commission meetings held on the matter (Attachment 1). A survey provided by the community group, as well as comments from the public at regularly scheduled Council and Commission meetings, prioritized the need for separate, age-appropriate play areas for children ages 2-5 years and 5-12 years, slides and a rock-climbing wall. The survey highlighted additional facility needs such as shade, benches, pathways and picnic tables.

In order to obtain additional community feedback, a City-sponsored online opinion survey was commissioned to obtain additional input. Signs were posted at Brentwood Park to notify the community of the survey. Notices of the online survey and scheduled Commission meeting and design presentation were sent out to neighboring residents in the surrounding area. In addition, staff walked the surrounding area to serve direct notices to residents.

Staff also conducted three separate pop-up community feedback events at Brentwood Park. The events were held on June 3rd, 4th and 5th at various times to capture a diverse range of park user feedback. The events were promoted through social media and courtesy emails were emailed to the distribution list gathered from the survey responses.

The design by Game Time Playground Solutions was presented to the Parks and Community Services Commission at the June 12, 2025, meeting. The proposed design includes the amenities most requested by the community and offers a large variety of play and interactive equipment that fits within the existing footprint of the current playground area and sand volleyball courts. It also provides a significant amount of shade covering over the equipment, which is extremely desirable to keep the play equipment cool to the touch during hot, summer months. The Commission unanimously recommended approval of the design from Game Time Playground Solutions.

ANALYSIS:

The City's adopted FY 2022-23 Capital Improvement Projects list included $250,000 for the replacement and installation of the equipment and surfacing at Brentwood Park. An additional $400,000 from the Park Development Fees Fund was added in the FY 2023-24 budget.

The total cost of the play equipment as currently proposed in the conceptual layout is $314,399 (Attachment 2). If the City is approved for the grant, it would cover up to half of the cost of certain qualifying equipment. The amount of the grant would be approximately $50,000. The installation of the playground, surfacing, shade structure, lighting and access improvements will be bid separately as a public project pursuant to Costa Mesa Municipal Code Section 2-175.

Purchase of the equipment from Game Time Playground Solutions through OMNIA Partners Public Sector contracting meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and all requirements set forth by the State of California in regard to regional cooperative purchasing agreements. OMNIA Partners established an approved vendor list following a nationwide competitive bid process. This assures that the City receives the lowest available pricing and meets the competitive bid process requirements. The City has utilized cooperative purchasing agreements successfully for several previous related purchases.

ALTERNATIVES:

The City Council could choose not to authorize the use of OMNIA Partners national cooperative agreement with Game Time. This will require staff to initiate a formal bidding process, which will take significantly more time to complete. In addition, formal bidding may not result in lower prices than the proposed OMNIA Partners pricing.

FISCAL REVIEW:

Funding for this project includes $250,000 from the Capital Improvement Fund (Fund 401) as adopted in the Fiscal Year 2022-23 budget, as well as $400,000 from the Park Development Fees Fund (Fund 208) as adopted in the Fiscal Year 2023-24 budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Authorize the use of 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. Authorize the Interim City Manager and City Clerk to execute any agreements for the purchase of the playground equipment.

ATTACHMENT 1

5-12 Play Counts	TOTAL	REQ'D
ELEVATED	12	-
ELEVATED BY RAMP	-	-
ELEVATED BY TRANSFER	12	6
ACCESSIBLE GROUND LEVEL SHOWN	6	5
ACCESSIBLE GROUND LEVEL TYPES	4	3

79'-10 15/16"

435 SF NEW CONCRETE SEATING PAD

9' LF CONCRETE AGAINST EWF

803 LF EWF @ 12" COMPACTED DEPT

55 LF PIP TURNDOWN INTO EWF

5-12 PLAYGROUND PIT
PIP SURFACING
AGAINST CONCRETE
1676 SF
190 LF

29' LF CONCRETE AGAINST PIP

47'-10"

NEW CONCRETE BORDER
107 SF
6" WIDE

NEW CONCRETE HALF-ROUND
SEATING PAD
80 SF

19'-11"

20'-10"

7'-10"

6'-0"

14'-4"

6'-0"

NEW CONCRETE CONNECTING PATH
6' WIDE
74 SF
43 LF

16'-8"

4'-4"

Existing Sidewalk
Demo and Replace with New Sidewalk
97 SF Concrete

NEW CONCRETE SIDEWALK EXTENSION IN PIT
108 SF

PIP SURFACING AGAINST CONCRETE
22 LF INTERIOR ARC
193 LF TOTAL ARC + PERIMETER

SWINGS / PLAYHOUSE EWF
1166 SF @ 12" COMPACTED DEPTH

68'-1"

2-5 STRUCUTRE / SWINGS PIP SURFACING
1479 SF
8' CFH

64' LF PIP TURNDOWN INTO EWF

78'-8"

78'-0"

New Sidewalk Extension from Playground Pit
to Street Sidewalk
318 SF Concrete
166 LF Edge

40'-5"

Center Lines

2-5 Play Counts	TOTAL	REQ'D
ELEVATED	3	-
ELEVATED BY RAMP	-	-
ELEVATED BY TRANSFER	3	2
ACCESSIBLE GROUND LEVEL SHOWN	3	1
ACCESSIBLE GROUND LEVEL TYPES	2	1

0 5' 10' 15' 20'

N

GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

City of Costa Mesa
Brentwood Park Playground Opt6
Costa Mesa, CA

Representative
Great Western Recreation

SALES REP
KJ LeCESNE
619-876-6623
KJ@GWPARK.COM

Total Elevated Play Components	-		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	-	Required	-
Total Accessible Ground Level Components Shown	-	Required	-
Total Different Types Of Ground Level Components	-	Required	-

This play equipment is recommended for children ages
2-5/5-12

Minimum Area Required:

Scale: -

This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: KD
Date: 6/4/2025
Drawing Name: 109981-01-Opt 6

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

06/05/2025
Quote #
109981-01-06

Brentwood Park Playground Option 6A

City of Costa Mesa
Attn: Christina Fabian
260 Brentwood St.
Costa Mesa, CA 92627
United States
Phone: 949.439.9171

Ship to Zip 92627

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	178749	GameTime - Owner's Kit	$92.08	$92.08	$92.08
		5-12 Play Structure			
1	RDU	GameTime - Custom Playground Ages 5-12- Reference Drawing 109981-01-Opt6	$143,816.00	$109,427.12	$109,427.12
1	5179	GameTime - Welcome Sign (5-12)	$774.00	$727.56	$727.56
1	14927	GameTime - NDS Play On Sign Package			
4	4118RP	GameTime - Clubhouse Gable	$1,936.00	$1,936.00	$7,744.00
1	4752RP	GameTime - Square Gable Roof w Smoke Stack	$13,012.00	$13,012.00	$13,012.00
1	6229RP	GameTime - Lemon Tree Shadow Play Topper	$14,540.00	$14,540.00	$14,540.00
		5-12 Playground Pit Freestanding & Site Amenities			
1	6263	GameTime - Inclusive Whirl - Natural	$16,933.00	$16,425.01	$16,425.01
1	6299	GameTime - Inclusive Seesaw	$9,633.00	$9,633.00	$9,633.00
1	QRI433	GT-Shade - HYU101008IG HYPERBOLIC UMB 10X10X8	$4,516.00	$4,380.52	$4,380.52
2	S611	GT-Site - 6'S600 BNCH w/BCK,PC	$2,088.00	$1,900.08	$3,800.16
		2-5 Playground Structure			
1	RDU	GameTime - Custom Playground Ages 2-5- Reference Drawing 109981-01-Opt6	$19,824.00	$15,186.30	$15,186.30
1	5178	GameTime - Welcome Sign (2-5)	$774.00	$727.56	$727.56
		2-5 Playground Pit Freestanding & Site Amenities			
1	38115	GameTime - Tree Swing	$10,393.00	$9,769.42	$9,769.42
1	39024I	GameTime - Bingo's Playhouse	$9,299.00	$9,299.00	$9,299.00
2	5145	GameTime - Expression Swing 5" X 8'	$2,017.00	$1,694.28	$3,388.56
1	5192	GT-Shade - Double Bay Swing Shade	$14,072.00	$13,649.84	$13,649.84
2	8696	GameTime - Encl Seat 3 1/2"(8696)	$495.00	$415.80	$831.60
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)	$402.00	$337.68	$675.36
2	QRI433	GT-Shade - HYU101008IG HYPERBOLIC UMB 10X10X8	$4,516.00	$4,380.52	$8,761.04
3	S612	GT-Site - 8'S600 BNCH w/BCK,PC	$2,272.00	$2,067.52	$6,202.56
3	12022	GameTime - 3 1/2" Uprt Ass'Y Alum 7'	$352.00	$267.52	$802.56
1	18881	GameTime - Flower Spinner Panel (Below Deck)	$1,810.00	$1,375.60	$1,375.60
1	18924	GameTime - Nature Sensory Panel (Below Deck)	$2,408.00	$1,830.08	$1,830.08
1	FFEIG	Freenotes Harmony - Freenotes Flowers Ensemble IG	$6,127.00	$6,127.00	$6,127.00

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

06/05/2025
Quote #
109981-01-06

Brentwood Park Playground Option 6A

Qty	Part #	Description	List $	Selling $	Ext. Selling $
Contract: OMNIA	#2017001134			**Sub Total**	$258,407.93
				Material Surcharge	$9,068.55
				GT-Shade Freight	$5,330.66
				GT-Site Freight	$1,319.04
				Freenotes Harmony Freight	$375.00
				GameTime OMNIA Freight	$19,168.17
				Tax	$20,729.43
				Total	**$314,398.78**

Comments

Your Sales Rep is KJ LeCesne. Please reach out to KJ at 619-876-6623 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Shipping to Site Address:
Brentwood Park
260 Brentwood St
Costa Mesa, CA 92627

Owners Kit Ship to address:
Brentwood Park
260 Brentwood St
Costa Mesa, CA 92627

Shipping Contact:
KJ LeCesne
619-876-6623

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Permitting not included, unless otherwise noted

Installation not included.

****Material Surcharge reflects raw material price increase. Subject to change at time of order.****

OMNIA Contract Number: 4001667

File #: 25-398 **Meeting Date:** 8/5/2025

TITLE:

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

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **CHRIS YEAGER, SENIOR PLANNER**

CONTACT INFORMATION: **CHRIS YEAGER, 714-754-4883**

RECOMMENDATION:

Staff recommends the City Council continue the open public hearing to the September 2, 2025, City Council meeting.

BACKGROUND:

The project was noticed for a public hearing on July 15, 2025. Following the notice, the applicant requested to continue the item to the August 5, 2025, City Council meeting. The applicant has subsequently requested that the project be continued to the September 2, 2025, City Council meeting. (Attachment 1)

ANALYSIS:

The applicants request that the project be continued to a date certain to the September 2, 2025, City Council meeting. Staff will return to present the Planning Commission recommendation at that time. If the project is continued to a future uncertain date, the City would need to republish and send out new noticing.

ALTERNATIVES:

There are no recommended alternatives at this time.

FISCAL REVIEW:

The fiscal review will be included as part of the September 2, 2025 agenda packet.

LEGAL REVIEW:

The legal review will be included as part of the September 2, 2025 agenda packet.

CITY COUNCIL GOALS AND PRIORITIES:

The analysis of City Council goals and priorities will be included as part of the September 2, 2025 agenda packet.

CONCLUSION:

The proposed project will be presented at the next City Council meeting on September 2, 2025.

From:	Tim O"Brien
To:	YEAGER, CHRISTOPHER; Benjamin Mount
Cc:	Pam Sapetto; Matsler, Sean
Subject:	Re: Hive Live Status
Date:	Tuesday, July 22, 2025 1:52:50 PM
Attachments:	image001.png

Thank you Chris for reaching out to us. We will need the item to be postponed to the September 2nd, 2025, meeting date. Please let me know if you have any other questions.

Best Regards, Tim

Get Outlook for iOS

From: YEAGER, CHRISTOPHER <CHRISTOPHER.YEAGER@costamesaca.gov>
Sent: Tuesday, July 22, 2025 8:09 AM
To: Tim O'Brien <TOBrien@legacypartners.com>; Benjamin Mount <BMount@legacypartners.com>
Cc: Pam Sapetto <psapetto@sapettorealestate.com>
Subject: Hive Live Status

CAUTION: This email originated from **outside of LEGACY PARTNERS**. Do not click links or open attachments unless you know the content is safe.

Hi All,

I am reaching out to see if the item will need to be pushed to the next City Council meeting – Sept 2. Please let me know if you wish to have the item heard on the upcoming Aug 5 meeting.

Chris Yeager
Senior Planner
Economic & Development Services Department
77 Fair Drive | Costa Mesa | CA 92626 | (714) 754-4883

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77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-377 **Meeting Date:** 8/5/2025

TITLE:

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)

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **CHRIS YEAGER, SENIOR PLANNER**

CONTACT INFORMATION: **CHRIS YEAGER, 714-754-4883, CHRISTOPHER.YEAGER@COSTAMESACA.GOV**

RECOMMENDATION:

The Planning Commission recommends the City Council:

1. Adopt a resolution (Attachment 1) to approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

2. Adopt a resolution (Attachment 2) to approve the General Plan Amendment, Design Review, Tentative Tract Map, Density Bonus, and

3. Give first reading to the Ordinance for the Rezone (Attachment 3).

Item #: 25-377 **Meeting Date: 08/05/2025**

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

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

CONTACT INFORMATION: CHRIS YEAGER, 714-754-4883, CHRISTOPHER.YEAGER@COSTAMESACA.GOV

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3. Give first reading to the Ordinance for the Rezone (Attachment 3).

APPLICANT OR AUTHORIZED AGENT:

The authorized agent is Vanessa Scheidel representing Meritage Homes.

PLANNING APPLICATION SUMMARY

Location:	3150 Bear Street	Application Number:	MND (SCH No. 2025050135); PGPA-24-0002
Request:	The proposed project would redevelop the 6.12-acre subject property with up to 142 residential ownership units (including a minimum of 7 very-low-income units) with 20 single family dwellings and 122 townhomes, and 93,500 square feet of on-site open space. The request includes a General Plan Amendment to change the General Plan land use designation of the subject property from General Commercial to High Density Residential, Rezone to change the site's zoning designation from Administrative Professional (AP) to Multiple Family Residential (R3), Design Review to provide site plan and architectural details, and a Tentative Tract Map to allow for individual ownership of the units.		

	SUBJECT PROPERTY:		SURROUNDING PROPERTY:
Zone:	Current: Administrative and Professional (AP) Proposed: R3	North (across the 405 freeway):	PDC (Planned Development Commercial) developed with South Coast Plaza
General Plan:	Current: General Commercial Proposed: High Density Residential	South:	PDR-LD (Planned Development Residential – Low Density) developed with single family residences and CL (Commercial Limited) developed with an office building
Lot Dimensions:	Irregular - Approximately 469 feet by 600 feet	East:	R1 (Single Family Residential) developed with single-family residences
Lot Area:	6.12 acres	West (across Bear Street):	I&R (Institutional and Recreational) developed with Shiffer Park
Existing Development:	Office building and event center that was formerly occupied by Trinity Broadcasting Network.		

DEVELOPMENT STANDARDS COMPARISON

Development Standard	Requirement	Proposed/Provided	Compliance
Base Dwelling Units per Acre	20	20	Yes
Front Setback	20 feet	From 7.29 feet to 45 feet	No -Density Bonus Waiver Requested
Side Setback (L/R)	(10 ft/5 ft)	(45 ft/15.75 ft)	Yes
Rear Setback	15 ft	15.5 ft	Yes
Distance Between Buildings	10 Feet for main buildings	10 Feet	Yes
Driveway Width	16 feet	26 feet	Yes
Individual Dwelling Unit Minimum Lot Area	3,000 square feet with an overall average of 3,500 square feet	2,017 square feet with an overall average of 2,395 square feet	No – Density Bonus Concession Requested
Maximum Building Height	2 stories 27 FT Maximum	4 stories 52 feet	No – Density Bonus Waiver Requested
Minimum Open Space	40%	35%	No -Density Bonus Waiver Requested
Individual Dwelling Unit Lot	40% of induvial lot with minimum 400 square feet and no dimension less than 15 feet	Approx 50% with minimum of approximately 500 square feet and min dimensions of 15.5 feet	Yes

Townhome Private Open Space	An adjoining patio required with no dimension less than 10 feet.	Units include minimum 55 square foot balconies	No -Density Bonus Waiver Requested
Combined Parkway Width	10 feet	0 feet	No – Density Bonus Waiver Requested
Storage	200 cubic feet for townhomes	Minimum 200 cubic feet	Yes – Condition of Approval
Parking			
Residential (Density Bonus)	236	319	Yes
CEQA Status	Mitigated Negative Declaration (SCH No. 2025050135)		
Final Action Body	City Council		

BACKGROUND:

The project site, located at 3150 Bear Street, was used for agricultural purposes until the late 1970's when the existing development was constructed. The site was occupied by Trinity Broadcasting Network (TBN), as their international headquarters for over 20 years. TBN ceased operations in 2017. The site was then occupied as an office space and event center.

Figure 1 Project Location

As shown in Figure 1 above, the project site is located at 3150 Bear Street and is bound by the 405 Freeway to the north, single-family residences to the east and south, a two-story office-building to the south, and across Bear Street, to the west, is Shiffer Park. The site has a General Plan Land Use Designation of "General Commercial" and is zoned "Institutional and Recreational" (I&R).

The project site is entirely within the Airport Planning Area for John Wayne Airport, as defined by the Airport Land Use Commission (ALUC) of Orange County. Consequently, any proposed amendments to the General Plan must be referred to the ALUC for a consistency determination prior to adoption by the City Council. Following a recommendation from the Planning Commission, ALUC consistency must be confirmed before City Council action. This requirement aligns with Section 21676(b) of the California Public Utilities Code, which mandates that local agencies submit such proposals to the ALUC to ensure compatibility with the Airport Environs Land Use Plan (AELUP). The project was heard by ALUC at its regular meeting on July 17, 2025, finding that the project is compatible with the Airport Environs Land Use Plan (AELUP).

The project site also resides within a "Measure K" corridor. This measure, approved by Costa Mesa voters on November 8, 2022, seeks to reinvigorate commercial corridors by promoting new housing in commercial and industrial areas while preserving the character of adjacent residential neighborhoods. The measure allows for land use changes within identified corridors, including general plan amendments, rezoning, and specific plan amendments without a vote of the people.

General Plan Amendment Screening

City Council Policy 500-2 establishes a procedure for processing privately-initiated General Plan Amendments. This procedure involves a City Council screening of these requests prior to their acceptance for formal processing. The General Plan Screening is not a public hearing but requires a majority vote by the City Council in order for the application to proceed and be evaluated under the City's entitlement process.

On September 3, 2024, the City Council conducted a General Plan Screening for the proposed development. At that meeting, the City Council on a 7-0 vote directed staff to allow for the submittal of a land use application for a General Plan Amendment. The City Council staff report, minutes, and video of the General Plan Screening are available at these links:

September 3, 2024 City Council staff report:
https://costamesa.legistar.com/LegislationDetail.aspx?ID=6845949&GUID=403DA47F-9344-43A8-9509-1941A24CED2E

Minutes from September 3, 2024 City Council meeting:
https://costamesa.legistar.com/View.ashx?M=M&ID=1213770&GUID=368AD39B-871F-4F01-95A1-02496FFA4FD2

Video from September 3, 2024 City Council meeting:
https://costamesa.granicus.com/player/clip/4167?view_id=14&redirect=true

Based on the feedback provided in the screening, modifications to the project include reorienting the townhomes along the main entry street to have their front entrances face the street and the inclusion of sidewalks along all private streets.

Planning Commission Hearing

The project was presented to the Planning Commission during its regularly scheduled July 14, 2025, meeting. Public comments received regarded concerns that the proposed pedestrian gate on the eastern boundary of the project connecting the adjacent neighborhood at Olympic Avenue could allow future project residents to park on nearby public streets, reducing the availability of on-street parking for the existing residents. (The gate is further described in the Analysis section below).

The Planning Commission recommended that the City Council approve the project on a 5-0 vote (Zich and Dickson absent). In making a motion to recommend approval, the Planning Commission noted that the project would provide additional ownership opportunities to very low-income families. In addition, the majority of the proposed units are approximately 1,000 square feet, which is more affordable for first-time buyers. The links below provide additional details.

July 14, 2025 Planning Commission Staff Report and attachments:
https://costamesa.legistar.com/LegislationDetail.aspx?ID=7477374&GUID=B3C08CAF-7B2B-406E-8F90-9853962FA194

Video from the July 14, 2025 Planning Commission meeting:
https://costamesa.granicus.com/player/clip/4280?view_id=14&redirect=true

Following the Planning Commission meeting, a community meeting occurred on July 25, 2025 with members of the public and City representatives. During the meeting, several community members expressed their opposition to the pedestrian gate and the potential parking impacts that would have on the adjacent neighborhood.

ANALYSIS:

The project proposes to demolish the existing development and construct a residential common interest development (RCID) consisting of 20 two-story, detached, single-family dwellings along the southern and eastern project limits, and 122 stacked townhomes within eight, four-story buildings, including a minimum of 7 very-low-income units. The project also proposes to include 93,500 square feet of onsite open space. (i.e., common recreation area, passive recreation areas, decorative plantings, and private balconies). An additional 13,278 square feet of passive recreation area is proposed within the public right-of-way, which is maintained by the property owner through an existing maintenance agreement. All proposed infrastructure improvements would be located on-site with lateral connections located in the public right-of-way.

Vehicular access is provided by a new drive approach and traffic signal in the same general location as the existing driveway. An existing emergency access gate will be reconstructed at the project intersection with Olympic Avenue. Pedestrian access is provided by sidewalks accessing the public right of way and the proposed pedestrian gate accessing Olympic Avenue. The pedestrian gate would be locked outside of the operating hours of Shiffer Park.

The proposed development requires the following planning applications:

- General Plan Amendment
  - Existing Land Use Designation: General Commercial
  - Proposed Land Use Designation: High Density Residential

- Zone Change
    - Existing Zoning District: Administrative Professional.
    - Proposed Zoning District: R3 – Multiple Family Residential.

- Design Review – Required for construction, which results in three or more dwelling units on residential zones except for planned development.

- Tentative Tract Map – Proposed to establish easements and allow for individual ownership of the units.
- Density Bonus– Request to provide 122 units, with 5% affordable income units at the very low income level (7 units proposed) for a 20% density bonus. The request includes waivers to deviate from development standards related to maximum height, front setback, open space, parkways, individual unit lot size, and side-by-side units. A concession is requested to deviate from the residential design guidelines. The project also proposes to utilize density bonus parking ratios.

- Mitigated Negative Declaration – Environmental analysis stating that the project will not have significant environmental impacts after specific mitigation measures are implemented pursuant to California Environmental Quality Act ("CEQA").

Proposed Land Use

As shown in Figure 2 below, the project site has a current General Plan land use designation of "General Commercial" which is intended to permit a wide range of commercial uses that serve both local and regional needs. The overall City-wide land area dedicated to "General Commercial" is 614.44 acres (this proposed site accounts for approximately one percent of the City's "General Commercial" land use area).

To allow for the development of the project, an amendment to the Land Use Element of the General Plan is proposed. The amendment would change portions of the text, graphics, and tables within the Land Use Element; all other General Plan elements would remain the same. The Land Use Element would be amended to change the site's existing General Commercial land use designation to High Density Residential. High-Density Residential land use designations are intended for residential development with a density of up to 20 units to the acre.

According to the City's General Plan Land Use Element, areas designated as High-Density Residential are intended for residential development with a density of up to 20 dwelling units per acre, with some exceptions. The proposed base density for the project complies with a proposed 20 units per acre. These exceptions include "density bonuses" or density as permitted through approved Specific Plans or Master Plans. The General Plan includes a policy that "High-Density Residential areas should be in proximity to transportation routes, especially those served by public transit, and also within convenient distances to shopping and employment centers. Although proximity to transportation routes can result in a residential development being subject to impacts, High-Density Residential development can be less susceptible to impacts when visual and acoustical shielding techniques are incorporated into the project."

Figure 2 General Plan Amendment

The site is generally consistent with this policy in that it is in proximity to major streets and transportation routes, including Bear Street, Bristol Street, Baker Street, and South Coast Drive. The project site is also easily accessible to the I-405 freeway and the 77 freeway. The Orange County Transportation Authority (OCTA) operates the 55 bus route nearby with two bus stops located approximately a half mile away on Baker Street. There are also on-street Class 2 bike lanes on Bear Street, which connects to the City's bicycle infrastructure. The project site is surrounded primarily by residential uses with the exception of an existing office building to the south of the project site. To the north of the project, across from the 405 is a variety of commercial and retail uses, including South Coast Plaza and Metro Pointe. Additional resident serving retail and restaurants exist in the area along Bristol Street, Baker Street, and Paularino Avenue.

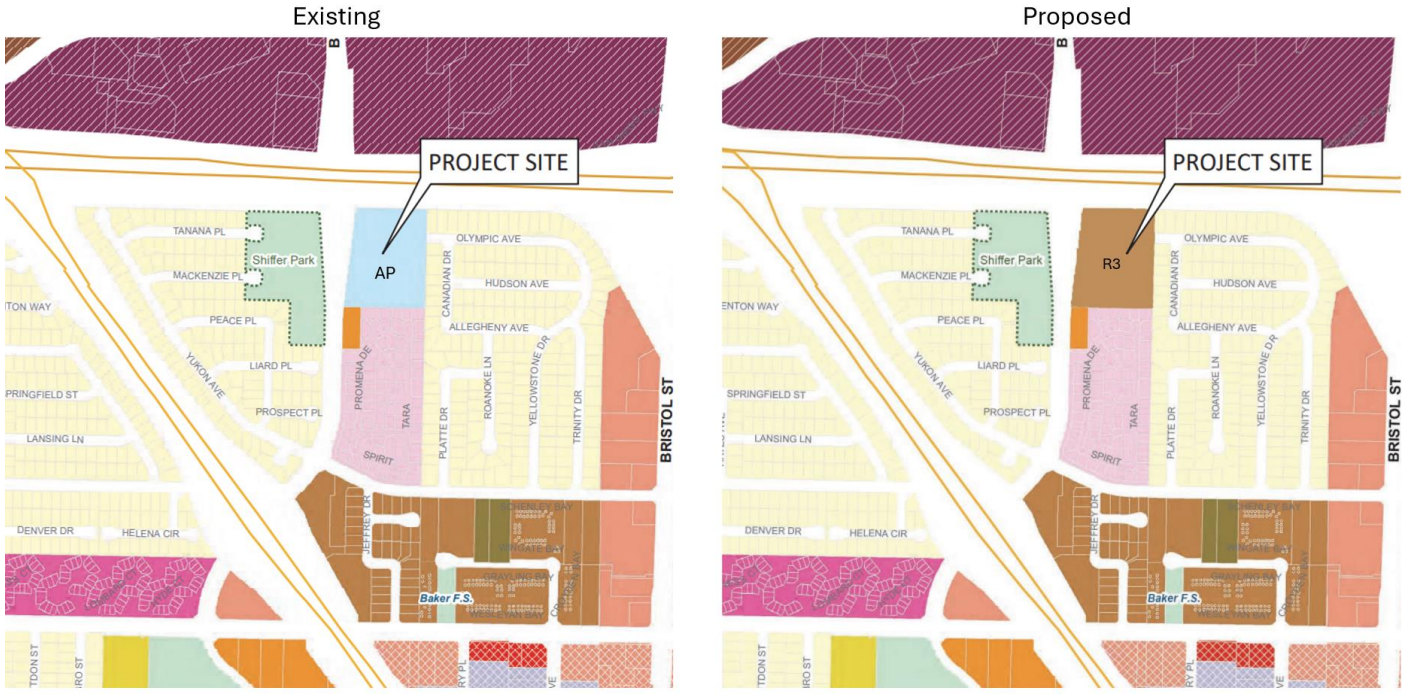
Commercial Uses and Employment

As shown in Figure 3 below, the proposed rezone would replace the site's current AP zoning district with R3 to allow residential uses. Pursuant to Costa Mesa Municipal Code (CMMC) Section 13-20, Zoning Districts, R3 districts are intended to promote the development of multi-family rental as well as ownership dwelling units.

The proposed project would reduce the land area zoned for commercial uses, which would incrementally reduce the City's revenue stream from commercial land uses. The Land Use change may result in fewer employment opportunities in the commercial sector. However, the project would replace the commercial with different jobs, such as remote positions. Given the housing shortage in the State

and the City's RHNA number, the addition of ownership housing with affordable units would increase the City's housing stock and improve the City's jobs/housing balance. Providing housing in proximity to major employment areas such as the commercial corridors along Bristol Street, Paularino Avenue, Baker Street and the areas north of the I-405 Freeway is encouraged as a means to reduce vehicle miles traveled and encourage a more integrated horizontal mixed-use land use strategy.

Figure 3 Rezone



Traffic, Vehicular Circulation, and Parking

Vehicular traffic to the site is provided from Bear Street through the one driveway at the southwest corner of the property. Private two-way streets are proposed throughout the site. Raised crosswalks are provided adjacent to the common open space areas, which double as a speed table to reduce traffic speed. Bicycle access to the site is available on the driveway, sidewalks, and through the pedestrian gate on Olympic Avenue and bicycle storage may be located within the units or garages.

A trip generation assessment was prepared to compare the trip generation of the existing site use with the proposed project. The findings of the assessment are below in Table 1. City of Costa Mesa guidelines require a Level of Service (LOS) based traffic study for development projects that generate 50 or more vehicle trip ends during a peak-hour. The proposed project is anticipated to generate fewer than 50 net new peak-hour trips in either peak-hour, which falls below the City's threshold. As such, no further analysis is required beyond what was analyzed in the project-specific Trip Generation Memorandum.

Table 1 Trip Generation Comparison							
Land Use	AM Peak Hour			PM Peak Hour			Daily
	In	Out	Total	In	Out	Total	
Existing TBN Building	90	7	97	8	79	87	530
Residential Use	16	47	63	51	30	81	1,000
Net Change in Trips	**-74**	**40**	**-34**	**43**	**-49**	**-6**	**470**

The project is subject to the City's traffic impact fees based on the project's net trips at $235 per net increase in trips. Payment of traffic impact fees is required by the CMMC and is also included as a condition of approval.

Traffic Signal

In coordination with the Public Works and Parks and Community Services Departments, the project proposes to install a new traffic signal at the intersection of Bear Street and the project entrance. The new signal will allow for signalized turning in and out of the project and a new crosswalk for pedestrians to cross Bear Street to access Shiffer Park. The new signal will result in one vehicular entrance to Shiffer Park being closed. The closed driveway will be replaced by landscaping. The new signal will still allow for unobstructed circulation for the office building to the south of the project.

Design Review

The proposed site plan is shown as Figure 4 below. The project includes eight four-story buildings, including 122 dwelling units and an additional 20 single family dwellings along the south and west property lines for a total of 142 units. Pedestrian circulation is provided by sidewalks and pathways throughout the project site. Raised crosswalks are included near the central amenity area, which will act as a walkway across the street and a speed bump for vehicles. The project includes the reconstruction of the vehicular entrance on Bear Street and the emergency access gate accessing Olympic Avenue. Within the project site, easement access is provided for various utility agencies.

Figure 4 Overall Site Plan

Detached Units

As shown in Figure 5 below, the 20 detached units consist of two specific plan types. All units are proposed to include an attached two-car garage with ground floor living space. Each proposed detached unit would have its own private open space in the form of private backyards. Each unit will include stucco, stone veneer, wood-like siding, flat roof tiles, and traditional fenestration patterns. Each unit is proposed to be 2 stories with a maximum height of 27 feet, which complies with the maximum permitted height.

Figure 5 Detached Units

Plan 1

Plan 2

Plan 1 proposes to include three bedrooms on the second floor as well as a laundry room and two bathrooms. Plan 1 is proposed with a modern farmhouse architectural element. It includes elements such as board-and-batten siding, a steep gable roof, and a welcoming front porch with simple columns. Plan 2 proposes to include one bedroom on the first floor and three additional bedrooms on the second floor. Plan 2 includes Contemporary Craftsman architectural elements. It has a more streamlined appearance with stucco and vertical siding, a modest front porch entry, and decorative elements like the over-garage trellis.

Attached Units

122 of the units are proposed to be spread across eight, four-story buildings with a maximum height of 52 feet. As proposed, and discussed further below, the project requests a waiver to allow for the maximum building height to exceed the CMMC standard. Specifically, the townhome portion of the project would have a maximum height of four stories/52-feet (two stories and 25 feet above the CMMC maximum height). The townhome component has been located as far as possible (greater than 120 feet) from the established residential units to reduce any privacy or shade impacts.

As shown in Figure 6 below, the townhomes include modern craftsmen architectural styles. Key architectural elements include the varied gabled rooflines with dormer accents, which reference modern craftsmen and farmhouse forms. The buildings feature a combination of vertical board-and-batten siding and horizontal lap siding that creates visual interest and breaks up the massing, typical of contemporary craftsmen and farmhouse aesthetics. The project will feature a mix of neutral earth tones (grays, whites, and natural wood-like finishes), which results in a clean, modern appearance while maintaining warmth. The repeated rectangular windows with simple trim and awnings provide a modern, functional feel. The use of wooden trellis-style structures and integrated balconies contributes to a pedestrian-friendly and layered facade.

Figure 6 Attached Unit Architecture

As shown in Figure 7 below, each unit is accessed via a ground-floor entry and is proposed to include an attached, tandem, two-car garage. Units 1 and 2 include an entry on the first-floor with the remainder of the living space being located on the second-floor. Plan 1 (green) includes two bedrooms, two bathrooms, an open main living space, and a private balcony. Plan 2 (pink) includes three bedrooms, two full bathrooms, one half bathroom, open living space, and a private balcony. Plan 3 (blue) and 4 (orange) include an attached, tandem, two-car garage and ground floor entry. The main living space for the units is located on the third and fourth floors and includes an open living area and multiple balconies. Plan 3 proposes to have three bedrooms and three bathrooms, and Plan 4 proposes to have four bedrooms and three bathrooms.

Figure 7 Attached Unit Floor Plans

As proposed, the project is consistent with the City of Costa Mesa residential design guidelines ("Guidelines"). The Guidelines are intended to promote design excellence in new residential construction. The Guidelines encourage architectural diversity that considers the existing neighborhood character and anticipated trends and development. It recognizes that there will be instances when these guidelines may yield an unsatisfactory design and that an applicant may propose a design that meets the intent of these design guidelines but not the specific criteria. In these instances, overriding consideration will be given to meeting the intent of the Residential Design Guidelines and promoting design excellence.

The proposed design of the detached and attached units meets the intent of the City's Residential Design Guidelines including:

- ***Second-Story Design*****:** Two story structures shall be designed with articulation and off-sets on all elevations to avoid a boxy appearance from the street and neighboring views.

- ***Building Mass*****:** The Guidelines establish that long, unbroken facades should be avoided. Variety should be accomplished through variation in building heights and forms.

- ***Second Story Side Setbacks***: Two-story unit construction with less than 2,700 square feet of living space are exempt from the second story side setback requirement.

- ***Elevation Treatments***: The project incorporates architectural projections, stepped forms to soften and provide transitions, emphasis on street facing elevations, and the incorporation of multiple building planes and offsets. In addition, the front elevations of Buildings 1 and 8 both face Bear Street and provide additional detailing as discussed above. Building 7 is located on the main entry to the project site and faces the private street with the enhanced front elevation.
- ***Roof Form****:* The project provides variation in roof form, orientation, and pitch to provide visual interest.

- ***Window Placement***: Consideration was given to the effect of proposed development on the privacy of adjacent properties. The sight line visibility study indicates that any privacy impacts of the 4-story townhomes would be reduced due to the fact that the two story detached units are located between the townhomes and the existing neighborhoods. Additionally, new trees will be planted in the rear yards of the detached units to provide additional privacy to the existing neighborhood.

- **Site Planning Considerations**: The location and orientation of all buildings are designed and arranged to preserve natural features by minimizing the disturbance to the natural environment. The existing Bear Street slope is proposed to be maintained in a natural state by the development.

- ***Consistency in Architectural Design***: The proposed design includes contemporary craftsmen and modern farmhouse architectural features that consist of materials and finishes of stucco, wood-like siding, and accents, which are durable and require minimal maintenance. In addition, the facades feature a variety of overhangs, materials, and roof forms, which provide visual interest and façade articulation. The top floor has been incorporated into the roof, which reduces the perceived height of the structures.

Unit Breakdown

The proposed unit mix includes detached units and attached units. A summary of the unit type and unit breakdown is shown in Table 1 below.

Table 2	Proposed Unit Breakdown				
Unit Type	Bedrooms	Baths	Unit SF	Private Open Space	Unit Count
Detached 1	3	2.5	1,442 SF	Approx. 600 SF	13 (9%)
Detached 2	4	3	1,946 SF	Approx. 600 SF	7 (5%)
Attached 1	2	2	1,062 SF	55 SF	45 (32%)
Attached 2	3	2.5	1,436 SF	74 SF	16 (11%)
Attached 3	3	3	1,832 SF	159 SF	45 (32%)
Attached 4	4	3	2,364 SF	194 SF	16 (11%)

Open Space

The proposed project includes a total of 93,500 square feet of public and private open space located on the subject property. Each unit is afforded a minimum 55 square foot balcony or private back yard space. An additional 13,278-square-feet of open space is proposed within the public right of way located along the east side of Bear Street where an existing maintenance agreement is in place. The maintenance agreement allows the property owner to utilize the space while maintaining and accepting liability for any use of the area.

The project includes various amenities, including an approximately 10,000 square foot tot lot and shaded BBQ area, and an approximately 12,000 square foot passive recreation turf area.

The project is not providing dedicated parkland and therefore is required to pay parkland impact fees for all new units. In addition to the required parkland impact fees, the applicant proposes to include a one-time payment of $250,000 to the City for the purposes of improving Shiffer Park.

Landscaping

Landscaping is proposed to be included throughout the project site, including within the front setback, along all roads and sidewalks, between garage doors, and within the open space areas. The project is proposed to include a combination of street trees, shade trees, specimen trees, flowering trees, and screening trees in addition to a variety of shrubs and ground covers.

The project site includes an existing hedge of mature Ficus trees along the southern property line. The trees are overgrown and poorly maintained and are therefore proposed to be removed as part of the project. A new hedge of either Carolina Cherry Laurel or Yew Pine is proposed to be planted along the property line, which will provide screening between the project site and neighboring properties. The existing east property line includes a variety of trees and shrubs that will also be removed. New screening trees will be strategically placed in the rear yard of the single-family dwellings to block direct views into the neighboring properties. In addition to the backyard screening trees, the project proposes to include 186 additional trees throughout the project site (178 required). An arborist report was submitted with the project outlining the feasibility of retaining on-site trees. The report found that the project would require the removal of 138 existing trees throughout the property because they cannot safely coexist with the required site redevelopment footprint. Twenty-nine trees will be protected in place and preserved in their current location on the undisturbed slope adjacent to Bear Street.

Parking

Density Bonus projects are permitted to utilize reduced parking standards consistent with the State Law. Two- and three-bedroom units are required to provide 1.5 parking spaces per unit, and four-bedroom units are required to provide 2.5 parking spaces per unit. In addition, tandem parking is permitted. Therefore, the project is required to provide a minimum of 236 parking spaces. The project exceeds the requirement by proposing 319 parking spaces, including 284 tandem garage spaces (two per unit) and 35 open parking spaces (0.25 per unit). Use of these parking standards is not considered an incentive or concession and must be allowed for projects proposing density bonuses.

Tentative Tract Map

A tentative tract map (TTM) is a preliminary subdivision map. The TTM outlines the proposed division of land subject to review and approval by the local agency before final mapping and development. The project's TTM proposes to allow for individual ownership of each unit as a condominium. The TTM would establish the required common lot in which all units would be constructed upon. In addition, the Tract Map establishes easements located throughout the property for utilities, access, and for public pedestrian access to pass through the lot from Olympic Avenue to Bear Street. A draft Declaration of Covenants, Conditions and Restrictions (CC&Rs) have been provided as part of the application submittal. Prior to issuance of permits, the CC&Rs will be reviewed and approved by the City Attorney's Office and the Planning Division to ensure compliance with all required laws and conditions of approval.

Density Bonus

California's Density Bonus Law allows a developer to increase the maximum number of dwelling units permitted on a property if the project meets certain criteria. In exchange for the increased density, a certain number of the new affordable dwelling units must be provided. As shown in Table 3 below, the base density of the project site would allow for 122 dwelling units. By providing 5 percent of the units at a very-low-income level, the applicant is entitled to a 20 percent density bonus, which would allow for a total of 147 dwelling units. The law also allows for reductions in required development standards, known as incentives, concessions, or waivers. Greater benefits are available for projects that reach higher percentages of affordability. Under Density Bonus Law, an ownership affordable unit maintains its affordability for 55 years through a recorded density bonus agreement or resale restriction. This agreement is recorded against the property and ensures that the unit is sold only to income-qualified buyers at an affordable price, with restrictions on resale value and buyer eligibility enforced by the City or designated monitoring entity throughout the 55-year term.

Table 3 Density Bonus Calculations	
Category	**Value**
Base Project Units (20 du/acre)	122 Units
Affordable Units Provided	7 units (5% of base units, very low-income)
Applicable Density Bonus	20% (Per CA Gov. Code §65915)
Bonus Units Allowed	25
Total Units Allowed	147
Total Units Proposed	**142**

Besides granting rights to housing developments to increase density, the law provides three provisions that require local governments to grant qualifying projects:

1) Incentives or concessions which result in identifiable and actual cost reductions;
2) Waivers of development standards that would physically preclude the development of a project at the density permitted and with the incentives granted; and,
3) Reductions in parking requirements.

The applicant is requesting one concession to deviate from the design guidelines for the detached units which would result in an identifiable and actual cost reduction.

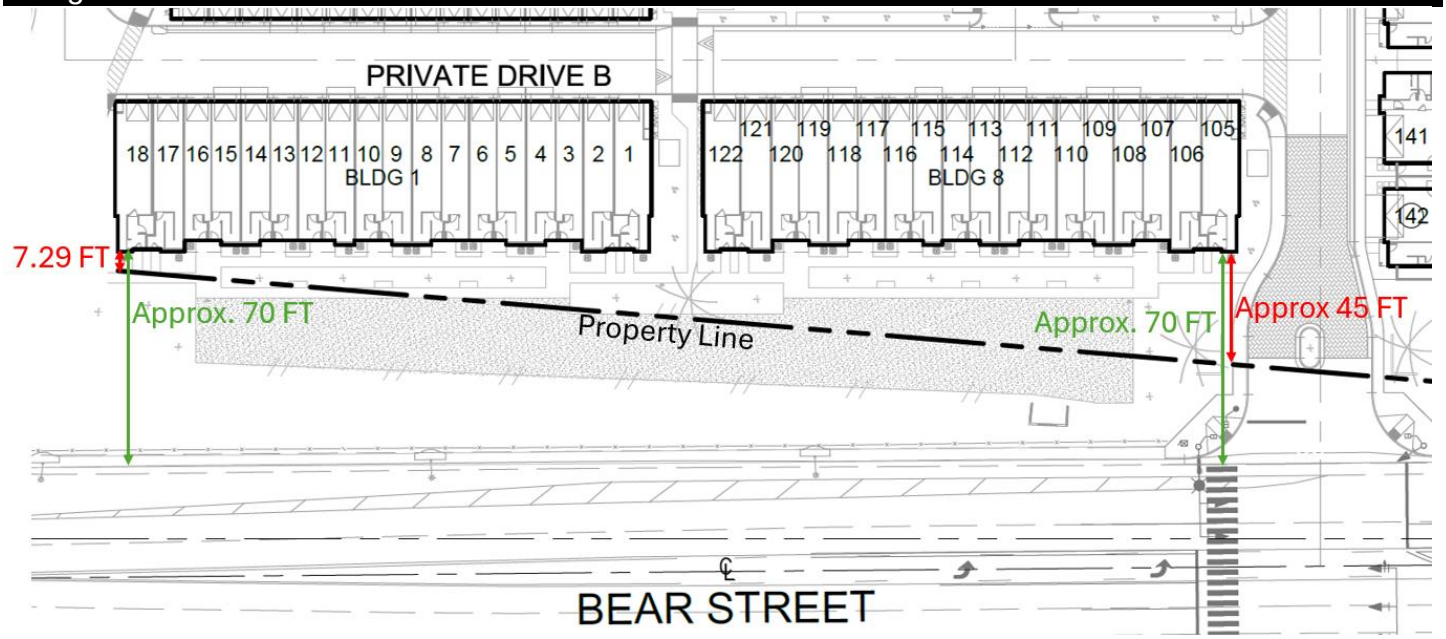
1. **Detached Unit Second Story Design**. The applicant requests a concession of the City's Residential Design Guidelines that require articulation and offsets on all building elevations to avoid a boxy appearance and mandate consistent architectural treatment on all sides of the structure. The requested waiver applies to detached Units Plan 1 and Plan 2. While both plans incorporate articulation on the front elevations—such as a stepped-back second story (Plan 1), a front porch and wrapping band feature (Plan 2)—the side and rear elevations do not include the same level of articulation or material treatment, as required by the guidelines. However, these elevations are largely screened by landscaping. Strict compliance with these design standards would reduce the interior square footage of the units, which are already modest in size, thereby reducing their functionality and affordability. Furthermore, requiring offsets on all elevations would increase design complexity, construction costs, and potentially result in a reduction in the number of units achievable on the site. As such, the enforcement of the standard would physically preclude the applicant from constructing the density bonus units permitted under state law. Therefore, the requested concession is necessary to physically accommodate the density, including the affordable units.

The applicant is requesting five waivers, or a reduction of a development standard, including a waiver to increase the maximum height for the townhomes, to reduce the front setback, to not include landscaped parkways, to include reduced common and private open space, to allow for a reduced individual lot size for the detached units and deviate from the requirements for side-by-side units. The waivers are requested because the development standards have the effect of physically precluding the construction of the proposed project at its permitted density. The City is not permitted to apply any development standard which physically precludes the construction of the project at its permitted density. The City is not required to waive or reduce development standards that would cause a public health or safety problem, cause an environmental problem, harm historical property, or would be contrary to law. Below is a summary of the waiver requests:

1. **Maximum Building Height.** The R3 zoning district allow for buildings to be constructed up to 2 stories and 27 feet. The project proposes 20 compliant single-family dwellings. The townhomes are proposed to be four stories and 52 feet. The waiver from the maximum height would allow additional units to be constructed within the townhome portion of the project and therefore would allow the project to be constructed at the proposed density.

2. **Front Setback.** The R3 zoning district requires a front setback of 20 feet. As shown in Figure 12 below, the property is uniquely shaped, which results in a varying front setback of approximately 45 feet near the project driveway down to 7.29 feet. While the actual proposed setback is less than 20 feet for a portion of the project, the visible setback from Bear Street is 70 feet for the townhomes. If the 20-foot setback was maintained along the entirety of the front property line, it would result in a reduction of the buildable lot and would reduce the allowable number of dwelling units.

Figure 8 Front Setback



3. **Landscape Parkways.** In all residential zones, except R-1, landscape parkways with a combined width of 10 feet, but not less than three feet on one side, are required to be provided along the sides of interior private streets and/or common driveways. After the City Council

screening, the applicant modified the plans to include sidewalks along all interior streets to allow for safe interior pedestrian circulation. The intent of the parkway requirement is to provide lush and attractive public spaces. While the project does not include the parkways at all streets, the intent is accomplished with the inclusion of enhanced landscaping and shade trees throughout the project site. If a 10-foot combined parkway was installed with the sidewalks, the developable lot would reduce, and it would result in a reduction of units.

4. **Open Space.** The R3 zoning designation requires that 40% of the total lot area be provided as open space. This would result in a requirement of 106,722 square feet of open space. The project proposed 93,500 square feet (35%) of on-site open space including tot lot, BBQ area, passive recreation, and decorative plantings and landscaping. The project includes 13,278 square feet of additional off-site passive recreation area within the public right of way adjacent to Bear Street. This landscape area is already maintained by the subject property through a maintenance agreement. The inclusion of the off-site open space would provide 106,778 square feet of open space which is six square feet more than the requirement. If 40% open space was provided on-site, it would reduce the size of the developable lot, which would result in a reduction of units. The required open space can be provided with the inclusion of the open space in the maintenance agreement area. The application also requests a waiver for individual unit open space requirements for the townhome component of the project. The CMMC requires that the townhome units be provided a patio with no dimension less than 10 feet. The requirement is meant to allow townhomes to have a ground level outdoor space. The proposed townhome units are stacked to allow for the project to develop the number of units allowed pursuant to the Density Bonus Law. The stacked units do not allow for adjoining patio areas. Instead of a ground floor patio, balconies have been included with each individual unit. The square footage of balconies per unit ranges from 55 square feet to 194 square feet. If the adjoining patio was provided, the buildable lot area would be reduced which would reduce the allowable units on site.

5. **Individual Dwelling Unit Minimum Lot Area**. Individual units on residential common interest developments are required to be located on a minimum 3,000 square foot lot with an average lot area of 3,500 across the project. The project includes a range of lot areas from 2,017 square feet to 2,608 square feet with an average individual lot area of 2,395 square feet. While the lots are smaller than required, they still include the conforming private open space. The project proposed to include 20 single-family dwellings along the permitter of the project site to buffer any impacts of the project to the neighboring single-family dwellings. The lot sizes are reduced to allow for the number of units allowed pursuant to the density bonus law.

6. **Side by Side Units**. Residential Common Interest Developments should not have more than six dwelling units attached side by side to avoid long row effects. In addition, dwellings with side-by-side units shall include breaks in the façade by having an offset in the front building line of at least four feet for every two dwelling units within the structure. The CMMC indicates that the final review authority may allow for alternative designs that accomplish the same purpose. The project proposes up to 16 units in a row within the townhome buildings. As discussed above, the project meets the intent of the requirements by providing offsets on the end two units on each side of the building project out 4 feet 6 inches. In addition, every two units for the interior units includes a 1-foot 6-inch offset in the buildings. The project also includes balconies, additional insets above the first floor, and multiple cladding materials, which further help to avoid a long, row-like effect. If the project included a maximum of six units in side-by-side configuration, the buildable area of the lot would be reduced, which would reduce the allowable units on the site.

Staff has reviewed the waiver requests and found that the proposed waivers will not create any unsafe conditions. The waivers increase the square footage dedicated to dwelling units which allows for the project to provide the number of units permitted by Density Bonus Law. The final Density Bonus Agreement is subject to the terms within this report, will be drafted by the applicant, and reviewed by the City Attorney's Office and Development Services division. The agreement shall be recorded prior to issuance of any building permits.

General Plan Conformance

The following analysis evaluates the proposed project's consistency with specific goals, objectives, and policies of the General Plan including the Land Use, Housing, Circulation, and Open Space Elements.

Policy LU-1.3: *Strongly encourage the development of residential uses and owner-occupied housing (single-family detached residences, condominiums, townhouses) where feasible to improve the balance between rental and ownership housing opportunities.*

Consistent. Table HOU-12 in the City's General Plan Housing Element indicates that 43 percent of Costa Mesa households are owners while 57 percent are renters. The proposed development would provide 142 additional ownership housing units that will reduce the gap between ownership and rental housing in the City.

Policy LU-6.1: *Encourage a mix of land uses that maintain and improve the City's long-term fiscal health.*

Consistent. The conducted fiscal analysis found that once the project is fully occupied, it would generate approximately $78,058 of net new revenue for the City.

Policy LU-7.1: *Endeavor to create mixture of employment opportunities for all economic levels of residents and businesses.*

Inconsistent. The project will modify the land use, removing approximately 6.12 acres of land from the General Commercial land use designation, which could result in a reduction of employment opportunities. However, in keeping with this policy, the City will need to retain a sustainable level of commercial land uses to create a mixture of employment opportunities for all economic levels of residents and businesses. Although there will be fewer employment opportunities with the residential proposal in comparison with the current Administrative and Professional use, considering the State and regional objective to increase housing supply, housing units may be considered a higher local/regional priority at the Council's discretion. In addition, employment patterns have changed over the past five years, where more employees are telecommuting, reducing the necessity for office space.

Policy HOU-2.1: *Facilitate the development of housing that meets the needs of all segments of the population including affordable housing and households with specialized needs.*

Consistent. The project proposes to include 142 residential units, including 7 very low-income units. The project will be required to meet all building code requirements including the provision of accessible units.

Policy HOU-3.2: *Encourage the development of well-planned and designed residential or mixed-use projects which, through vertical or horizontal integration, provide for the development of compatible residential, commercial, industrial, institutional, or public uses within a single project, neighborhood, or geographic area within the City.*

Consistent. The project is subject to the development standards of the R3 zone. The project proposes a mixture of single-family and multiple-family dwelling units. As proposed, the project places the smaller, detached single-family units adjacent to the existing established neighborhoods to reduce any impacts. The design elements proposed are high quality and internally consistent and complementary to the surrounding area.

Policy HOU-3.4*: Consider the potential impact of new housing opportunities and their impacts on existing residential neighborhoods when reviewing development applications affecting residential properties.*

Consistent. As proposed, the project places the smaller, detached units adjacent to the existing established neighborhoods to reduce massing impacts. The design elements, as proposed, are high quality and internally consistent and complementary to the surrounding area. The project incorporates public realms including the active and passive recreation areas. Additionally, new screening trees are proposed along the south and east property lines, which further reduces the aesthetic impacts of the project on the existing neighborhoods.

Policy OSR-1.18: *Provide a minimum of 4.26 acres of parkland per 1,000 residents.*

Consistent. Parkland requirements may be met with land dedication or by paying in-lieu fees. The applicant proposes to pay the in-lieu fees. In addition, the construction of a new intersection will allow for better pedestrian connectivity. The project applicant is also submitting a one-time public benefit payment of $250,000 for the City's sole use of improving Shiffer Park.

Policy CD-9.5: *Promote new types of urban housing that could be target-marketed to people seeking alternative housing choices in proximity to a major commercial area.*

Consistent. The project proposes a mix of single-family and multiple-family units. The unique mix is intended to be starter homes. In addition, the project is also in close proximity to major commercial corridors and retail centers, including South Coast Plaza, Metro Pointe, and commercial corridors along Baker Street, Bristol Street, and Paularino Avenue.

Policy C-1.10: *Encourage non-motorized transportation in residential areas by providing sidewalks, implementing pedestrian and bicycle friendly design of local streets, and incorporating street trees in new projects wherever feasible.*

Finding: The project includes pedestrian connectivity into and throughout using a pedestrian gate and sidewalks, which encourage active transportation. The project also encourages bicycling by providing traffic calming measures throughout the project and providing access to the Class II bike lanes on Bristol Street. Street trees are proposed throughout the project site. The new signalized intersection allows for safe pedestrian and bicycle access to Shiffer Park. This reduces reliance on motor vehicles for short trips, encourages walking as a primary travel mode, and supports the City's goals of creating pedestrian-friendly environments.

Objective C-9B: Integrate bicycle and pedestrian facility improvements during planning, design and implementation of transportation projects.

Finding: The project includes pedestrian improvements including sidewalks and traffic calming measures throughout the site that promotes bicycle and pedestrian mobility as part of the overall project design.

FINDINGS

Pursuant to Title 13, Section 13-29(g), Findings, of the Costa Mesa Municipal Code, in order to approve the project, the City Council must find that the evidence presented in the administrative record substantially meets specified findings as follows.

General Plan Amendment

There are no specifically required findings for a General Plan Amendment. However, amendments must be internally consistent and not conflict with other regulatory documents. Such amendments are considered legislative actions and are subject to the discretion of the City Council. In this case, the proposed General Plan Amendment seeks to modify the Land Use Element's maps, figures, text, and tables to apply High Density Residential land use designation to the subject property. The justification in support of the proposed General Plan amendment is below:

- *The proposed project would contribute to the City meeting its City's 6th cycle RHNA allocations.*

  The City of Costa Mesa's 6th Cycle (2021–2029) Housing Element identifies specific sites to meet the State-mandated Regional Housing Needs Allocation (RHNA) of 11,760 units. The proposed project site is not designated as a housing opportunity site but would still contribute to the City's required RHNA allocation. Specifically, the project will provide seven very low-income units and 135 above moderate-income units.

- *The proposed base density at 20 du/acre is appropriate given the property's location, site size, and design of the project.*

  The project location and design foster a pedestrian-friendly environment, allowing residents to access nearby amenities and commercial corridors. The location is appropriate because of the proximity to South Coast Plaza, Metro Pointe, and other commercial corridors along Baker Street, Bristol Street, and Paularino Avenue. The project provides options to walk or bike to retail centers, coffee shops, and entertainment uses because the internal sidewalk network connects to the existing sidewalks on Bear Street. The higher density townhome component of the project is located away from existing established neighborhoods to reduce massing impacts. In addition, the site was identified as an area for development since it was included in the Measure K zone.

Rezone

Pursuant to Title 13, Section 13-29(g)(11), Findings, of the CMMC, in order to approve the project, the City Council must find that the evidence presented in the administrative record substantially meets the following applicable required Rezone findings:

- *The proposed rezone is consistent with the Zoning Code and the General Plan and any applicable specific plan.*

  Consistent. The proposed rezone is consistent with the Zoning Code, the proposed General Plan amendment, and applicable planning documents. Specifically, the applicant is requesting to rezone the project site by applying the R3 zoning district. This rezone would allow for the development of the 142 dwelling unit project pursuant to the provisions of Article 1 (Residential Districts) of Chapter V of the Zoning Code.

  To facilitate this rezoning, a General Plan Amendment is also proposed to formally apply the zoning districts to the site. The General Plan Amendment would modify the Land Use Element maps, figures, text, and tables to reflect the new High-Density Residential land use designation. Per *Table LU-19: General Plan and Zoning Consistency* of the General Plan Land Use Element, the zoning districts are considered consistent with the High-Density Residential land use designation. Therefore, the proposed rezone and General Plan Amendment align with the City's land use framework and are necessary to support the proposed residential development.

Tentative Tract Map No. 19334

Pursuant to Title 13, Section 13-29(g)(13), Findings, of the CMMC, in order to approve the project, the City Council must find that the evidence presented in the administrative record substantially meets the following applicable required Tentative Tract Map findings:

- *The creation of the subdivision and related improvements is consistent with the General Plan, any applicable specific plan, and this Zoning Code.*

  Consistent. The creation of the subdivision aligns with the amendment land use designation of the General Plan by promoting residential ownership. Additionally, the subdivision complies with the local Zoning Code, amended zoning district, and State laws by conforming to established development regulations. The proposed map will allow for each individual unit to be sold separately.

- *The proposed use of the subdivision is compatible with the General Plan.*

  Consistent. The proposed development aligns with the General Plan by addressing the critical need for housing options within the community. Located near commercial corridors, this development promotes the City's goals of increasing residential density while enhancing accessibility to essential services and transportation.

- *The subject property is physically suitable to accommodate the subdivision in terms of type, design, and density of development, and will not result in substantial environmental damage nor public health problems, based on compliance with the Zoning Code and general plan, and consideration of appropriate environmental information.*

Consistent. The proposed project is an in-fill development and is located in an urbanized area. The site meets the minimum lot size requirement that can accommodate the density and necessary utilities. There are no wildlife habitats or bodies of water on the site or nearby, further ensuring that the development will not result in substantial environmental damage. This strategic location allows for the efficient use of already developed land, minimizing the need for additional site disturbance, and preserving green spaces elsewhere in the community.

- *The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision, as required by State Government Code section 66473.1.*

  Consistent. The design of the proposed development thoughtfully considers the orientation of the lot, aligning in a manner that maximizes solar exposure, ensuring natural passive heating during colder months. Each townhome unit has operable windows and doors on each side of the building, which will allow for airflow through the units, allowing for natural heating and cooling opportunities. All buildings are spaced a minimum of 10 feet apart, which allows for airflow between buildings throughout the project site. Additionally, the layout incorporates various outdoor amenity areas at the center of the development and green spaces to promote natural airflow and cooling, minimizing the need for artificial heating or air conditioning. This approach reflects the principles outlined in State Government Code section 66473.1.

- *The division and development will not unreasonably interfere with the free and complete exercise of the public entity and/or public utility rights-of-way and/or easements within the tract.*

  Consistent. The proposed development has been designed to ensure that all existing public entity and utility rights-of-way and easements within the subdivision remain accessible and unobstructed. Coordination with utility providers and the City will be maintained throughout the development process to avoid any disruptions and ensure that essential services can continue to operate efficiently.

- *The discharge of sewage from this land division into the public sewer system will not violate the requirements of the State Regional Water Quality Control Board pursuant to Division 7 (commencing with State Water Code section 13000).*

  Consistent. The discharge of sewage from this infill project into the existing public sewer system will not violate the requirements of the State Regional Water Quality Control Board pursuant to Division 7 of the State Water Code (commencing with Section 13000), as the project site is currently served by existing utilities with adequate capacity, and the proposed development will not exceed the design limitations of the existing sewer infrastructure or treatment facilities.

In addition, pursuant to Section 66474 of the California Subdivision Map Act, a proposed subdivision must be denied if one or more of the below findings are made:

1. “That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451;

2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans;

3. That the site is not physically suitable for the type of development;

4. That the site is not physically suitable for the proposed density of development;

5. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

6. That the design of the subdivision or type of improvements is likely to cause serious public health problems; and

7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision."

None of the above findings of Section 66474 can be made or associated with the proposed subdivision.

Design Review

Pursuant to Title 13, Section 13-29(g)(14), Findings, of the CMMC, in order to approve the project, the City Council must find that the evidence presented in the administrative record substantially meets the following applicable required Design Review findings:

- *The project complies with the City of Costa Mesa Zoning Code and meets the purpose and intent of the residential design guidelines, which are intended to promote design excellence in new residential construction, with consideration being given to compatibility with the established residential community. This design review includes site planning, preservation of overall open space, landscaping, appearance, mass and scale of structures, location of windows, varied roof forms and roof plane breaks, and any other applicable design features.*

  Consistent. The proposed project complies with the Zoning Code and meets the purpose and intent of the residential design guidelines. The proposed development has been designed with modern craftsmen features including varied roof forms, horizontal and vertical articulation, and the scale has been kept as low as possible by incorporating the fourth floor into the roof. The placement of the attached units has been kept as far as possible from the existing established single-family dwellings and privacy and light impacts have been considered.

- *The visual prominence associated with the construction of a two-story house or addition in a predominantly single-story neighborhood has been reduced through appropriate transitions between the first and second floors and the provision of second floor offsets to avoid unrelieved two-story walls.*

  Consistent. Although the project exceeds 2-stories (waiver requested), the project provides appropriate transitions to reduce visual prominence. The project includes construction of a

multiple-family neighborhood with attached townhomes and detached single-family units. The neighborhood will be constructed with two-story homes and four-story townhomes. The proposed two-story detached dwellings have been designed with traditional architectural elements including stucco and wood siding, a variety roof forms, and articulation in the form of entries. Plan 1 includes a second floor which is stepped back from the first floor at the front elevation. Plan 2 includes a front porch on the first floor, which provides relief on the front elevation. The plan also includes other architectural elements which provide transitions between the first and second floor, including a trellis above the garage and a band wrapping the home. While the rear elevations of the units do not offer second story offsets, landscaping is used to soften the appearance of the structures and to screen the development from the established neighborhoods to the east and south of the project site. In addition, the units are modestly sized with the rear and side walls not exceeding 30 feet in width. The units feature gable roofs which range from 27 feet in height to 20 feet in height, which also reduces the build of the structures. A concession is requested and discussed further below in the Density Bonus section to deviate from the design guidelines. The detached units buffer the existing neighborhoods from the attached units.

- *As applicable to affordable multi-family housing developments, the project complies with the maximum density standards allowed pursuant to the General Plan and provides affordable housing to low or very-low income households, as defined by the California Department of Housing and Community Development. The project includes long-term affordability covenants in compliance with state law.*

  Consistent. The proposed development includes 142 residential ownership units including seven very low-income units for no less than 55 years. The project complies with the maximum density standards allowed pursuant to the proposed General Plan in that the base density is 20 dwelling units per acre which is permitted. The inclusion of the affordable units provides the project a 20 percent density bonus, which would allow for 147 dwelling units on the property. The project proposes four less than the maximum allowed and therefore complies with density standards.

Density Bonus

Pursuant to Title 13, Section 13-29(g)(3), Findings, of the CMMC, in order to approve the project, the City Council must find that the evidence presented in the administrative record substantially meets the following applicable required Density Bonus findings:

- *The request is consistent with State Government Code section 65915, et. seq. regarding density bonuses and other incentives, the general plan, any applicable specific plan, and Chapter IX special regulations, Article 4 density bonuses and other incentives.*

  Consistent. The requested density bonus is consistent in that the applicants are requesting a 20 percent density bonus with the inclusion of 5 percent very-low-income units (7 units). Pursuant to the Government Code, the request allows the developer to request one concession and unlimited waivers. The request also allows the developer to utilize reduced parking ratios as established by the government code. The request is consistent with General Plan Land Use Land Use Policies LU-1.3, 6.1, 7.1, and Housing Element Policies HOU-2.1, 3.2, 3.4.

- *The requested density bonus and incentive or concession constitute the minimum amount necessary to provide housing at the target rents or sale prices and/or a childcare facility.*

  Consistent. The requested density bonus would allow the project to develop up to 147 dwelling units with the 20 percent density bonus. The project proposed 142 units while still including the 5 percent units dedicated to very low-income units. The requested concession is a request to deviate from the design guidelines. The concession request constitutes the minimum deviation necessary to allow for the project to provide seven affordable units at the very low-income level.

- *The granting of the incentive or concession is required in order to provide for affordable housing costs, as defined in Health and Safety Code section 50052.5 or for rents for the targeted units.*

  Consistent. The requested concession is related to the residential design guidelines. Strict compliance with these design standards would reduce the interior square footage of the units, which are already modest in size, thereby reducing their functionality and increasing the costs of the development. Furthermore, requiring offsets on all elevations would increase design complexity, construction costs, and potentially result in a reduction in the number of units achievable on the site. As such, the enforcement of the standard would physically preclude the applicant from constructing the density bonus units permitted under state law because the market rate units subsidize the affordable units. Therefore, the requested concession is necessary to physically accommodate the density, including the affordable units.

- *The granting of the incentive or concession and/or the waiver or reduction of development standards does not have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code section 65589.5 upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.*

  Consistent. The requested waivers are for maximum building height, front setback, landscaped parkways, open space, individual unit lot area, and side-by-side units. The requested concession is related to design guidelines related to second-story design. The requested waivers are minimal in that they will not impact the circulation or safety of the proposed development. The waivers are necessary to increase the number of units on the site to meet the density afforded per the density bonus. The buildings will be required to be constructed in compliance with the Building Code. Therefore, granting the waivers will have no negative impacts on the health, safety, or physical environment of the project site.

- *The granting of the incentive or concession and/or the waiver or reduction of development standards does not have an adverse impact on any real property that is listed in the California Register of Historical Resources.*

  Consistent. The proposed project is not located in proximity to real property listed in the California Register of Historic Resources and will therefore have no impacts.

ENVIRONMENTAL DETERMINATION

A Draft Mitigated Negative Declaration (MND) has been prepared in accordance with the California

Environmental Quality Act (CEQA). The MND is an information document that examines the potential environmental impacts of the proposed project and focuses on the changes to the existing environment that would result from the proposed project. The MND examines all stages of the project, including construction and operation.

The MND evaluated the proposed project's potential impacts on various environmental factors (e.g., air quality, aesthetics, hydrology and water quality, land use, etc.) and identified specific mitigation measures to lessen environmental impacts whenever feasible. In accordance with CEQA Guidelines Section 15072, the Draft MND was made available for a public comment period beginning on May 1, 2025, and ending at 5:00 p.m. on May 31, 2025. Copies of the Initial Study, the proposed MND, and supporting materials were available for public review at City Hall, Mesa Verde Library, and Donald Dungan Library. The MND was also posted online and was filed with the State Clearinghouse (SCH NO. 2025050135).

MND Including Response to Comments

A total of two comments were received from public agencies, one from the California Department of Transportation and the other from the Department of Toxic Substances Control. An additional comment was provided by a resident. Copies of all comments received and responses to the comments are provided under Exhibit B to Attachment 1 of this staff report. The Final MND consists of the response to public comments received during the public review period of the Draft MND, errata, and Mitigation Monitoring and Reporting Program (MMRP). The errata makes minor changes to the Draft MND that do not affect the overall conclusions of the environmental document. The MMRP is a comprehensive list of all mitigation measures identified in the Draft MND. The mitigation measures have been incorporated into the Conditions of Approval within Exhibit A3 of Attachment 2.

Summary of Significant Environmental Impacts and Mitigation Measures

The MMRP lists the mitigation measures required based on each environmental topic to reduce the project's potentially significant impacts. The MMRP also specifies which City department is responsible for monitoring and ensuring compliance with the mitigations. The MMRP also includes timing of when the mitigation measure applies e.g., prior to issuance of building permits, during ground disturbance activities, etc. The MMRP includes mitigation measures for environmental impacts that were found to be less than significant with mitigation incorporated for the following environmental factors identified in the Draft MND:

- Geology and Soils
- Cultural Resources
- Transportation
- Hazards and Hazardous Materials
- Tribal Cultural Resources

For additional details, the MMRP and details of the mitigation measures can be found under Exhibit B to Attachment 1.

ALTERNATIVES:

City Council alternatives include the following:

1. *Approve the project.* The City Council may recommend approval of the project as recommended by the Planning Commission, subject to the conditions outlined in the attached Resolution.

2. *Approve the project with modifications*. The City Council may suggest specific changes that are necessary to alleviate concerns. If any of the additional requested changes are substantial, the hearing could be continued to a future meeting to allow a redesign or additional analysis. In the event of significant modifications to the proposal, staff will return with a revised Resolution incorporating new findings and/or conditions. (If the City Council direction includes a reduction in the proposed project density, the below specified Government Code Section 65589.5 provisions are applicable.)

    a. *Approve the project without the pedestrian gate*. The City Council may approve the project without the proposed pedestrian gate, subject to the conditions outlined in the attached Resolution including the removal of Conditions of Approval 29 and 92, and removal of subsection J of Condition of Approval 87.

3. *Denial of the project*. If the City Council believes that there are insufficient facts to support the findings for approval, the City Council should deny the application, provide facts in support of denial, and direct staff to incorporate the findings into a Resolution for City Council denial. If the project is denied, the applicant could not submit substantially the same type of application for six months from the City Council's decision for denial. However, because this project is subject to the Housing Accountability Act (Government Code Section 65589.5), if the City Council denies or directs a reduction in the proposed density of the housing project, and the development is determined to be consistent with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, the City Council must make the following written findings:

    - The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density; and
    - There is no feasible method to satisfactorily mitigate or avoid the adverse impact, other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density. (Feasible means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.)

FISCAL REVIEW:

Due to the change of land uses of the proposed project, including a General Plan Amendment and Rezone, staff evaluated the project's fiscal impact on the City. A fiscal impact analysis is attached and was prepared by Zimmerman Group and reviewed by the City's Finance Department. The analysis projects the expenditure and revenue that directly impact the City because of the proposed project. If a project has a net fiscal surplus, then the use itself has a fiscal benefit to the City on its own. Zimmerman Group projected the new fiscal impacts generated by the proposed project and found that once it is fully operational, the project would result in an estimated $78,058 in annual net revenue to the City. Zimmerman Group determined that the property tax and sales tax revenue would exceed the projected annual city expenditures related to public services.

LEGAL REVIEW:

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

PUBLIC NOTICE:

Pursuant to Title 13, Section 13-29(d), of the Costa Mesa Municipal Code, three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

1. **Mailed notice.** A public notice was mailed to all property owners and occupants within a 500-foot radius of the project site on Monday, July 22, 2025. The required notice radius is measured from the external boundaries of the property.
2. **On-site posting.** A public notice was posted on each street frontage of the project site on Monday, July 22, 2025.
3. **Newspaper publication.** A public notice was published once in the Daily Pilot newspaper on Saturday, July 19, 2025.

Any public comments received for the August 5, 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 City Council's Goal:

- Diversify, stabilize and increase housing to reflect community needs.

CONCLUSION:

The proposed residential ownership project would redevelop an existing office building into a high quality, 142 dwelling unit project, including 7 very low-income units. Planning Commission recommends that City Council conduct a public hearing and approve the project, subject to conditions of approval.

Bear Street Residential Project

Initial Study/Mitigated Negative Declaration

City of Costa Mesa, Orange County, California

PREPARED FOR:

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January 10, 2025

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ACRONYMS AND ABBREVIATIONS

°C	degrees Celsius (Centigrade)
°F	degrees Fahrenheit
µg/m^3	micrograms per cubic meter
ACM	asbestos-containing material
ADT	Average Daily Traffic
AELUP	Airport Environs Land Use Plan
AERMOD	American Meteorological Society/EPA Regulatory Model
ALUC	Airport Land Use Commission
AP	Administrative and Professional
APN	Assessor's Parcel Number
AQMP	Air Quality Management Plan
ARB	California Air Resources Board
AST	aboveground storage tank
BERD	California Built Environment Resource Directory
BMP	Best Management Practice
CAL FIRE	California Department of Forestry and Fire Protection
Cal/OSHA	California Division of Occupational Safety and Health Administration
CalEEMod	California Emissions Estimator Model
CALGreen	California Green Buildings Standard
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CBC	California Building Standards Code
CCR	California Code of Regulations
CCS	carbon capture and storage
CDFW	California Department of Fish and Wildlife
CDR	Carbon Dioxide Removal
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CMFD	Coast Mesa Fire Department
CMPD	Costa Mesa Police Department
CMSD	Costa Mesa Sanitary District
CNDDB	California Natural Diversity Database

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CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CNPSEI	California Native Plant Society Electronic Inventory
CO	carbon monoxide
CO_2e	carbon dioxide equivalent
CONCCP/HCP	County of Orange Natural Communities Conservation Plan/Habitat Conservation Plan
CRHR	California Register of Historical Resources
CVC	California Vehicle Code
DAMP	Drainage Area Management Plan
dB	decibel
dBA	A-weighted decibel
DBL	Density Bonus Law
DPM	diesel particulate matter
DPR	California Department of Parks and Recreation
DTSC	California Department of Toxic Substance Control
du/acre	dwelling unit per acre
EMFAC	Emissions Factors
EOP	Emergency Operations Plan
EPA	United States Environmental Protection Agency
EV	electric vehicle
FAA	Federal Aviation Administration
FCS	FirstCarbon Solutions
FEMA	Federal Emergency Management Agency
FHSZ	Fire Hazard Safety Zone
FIRM	Floor Insurance Rate Map
FMMP	Farm Mapping and Monitoring Program
FTA	Federal Transit Administration
GAMAQI	Guidance for Assessing and Mitigating Air Quality Impacts
GC	General Commercial
GHG	greenhouse gas
GPA	General Plan Amendment
GPCD	gallons per capita per day
GPD	gallons per day
GWP	Global Warming Potential
HARP2	Hotspots Analysis and Reporting Program

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HBEA	Historic Built Environment Assessment
HFC	hydrofluorocarbon
HI	Hazard Index
HOA	Homeowner's Association
HRA	Health Risk Assessment
HVAC	heating, ventilation, and air conditioning
In/sec	inches per second
IPaC	Information for Planning and Conservation
IS/MND	Initial Study/Mitigated Negative Declaration
kWh	kilowatt hours
L_{dn}	day/night average noise level
LDV	light-duty vehicle
LEED®	Leadership in Energy and Environmental Design
L_{eq}	equivalent sound level
L_{min}	minimum noise/sound level
LOS	Level of Service
LST	localized significance threshold
MBTA	Migratory Bird Treaty Act
MDV	medium-duty vehicle
MEIR	Maximally Exposed Individual Receptor
MET	Metropolitan Water District of Southern California
MLD	Most Likely Descendant
MM	Mitigation Measure
mph	miles per hour
MS4	Municipal Separate Stormwater Sewer System
MT	metric tons
MWDOC	Municipal Water District of Orange County
MWS	Modular Wetland Systems
NAHC	California Native American Heritage Commission
NCCP	Natural Community Conservation Plan
NCRS	Natural Resources Conservation Service
NFHL	National Flood Hazard Layer
NMUSD	Newport-Mesa Unified School District
NO_2	nitrogen dioxide
NO_X	Nitrogen Oxide
NPDES	National Pollutant Discharge Elimination System

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NRCS	National Resources Conservation
NRHP	National Register of Historic Places
OC San	Orange County Sanitary District
OCFCD	Orange County Flood Control District
OCTA	Orange County Transportation Authority
OCTAM	Orange County Transportation Analysis Model
OCWD	Orange County Water District
OD	Origin/Destination
OEHHA	California Office of Environmental Health Hazard Assessment
OGV	Ocean-going Vessel
PM_{10}	particulate matter 10 micrometers or less in diameter
$PM_{2.5}$	particulate matter 2.5 micrometers or less in diameter
ppm	parts per million
PRC	Public Resources Code
PV	photovoltaic
R-3	Multiple-Family Residential
RCRA	Resource Conservation and Recovery Act
RNG	renewable natural gas
RWQCB	Regional Water Quality Control Board
SA GEO	SA Geotechnical, Inc.
SC	Standard Condition
SCAQMD	South Coast Air Quality Management
SCCIC	South Central Coastal Information Center
SCE	Southern California Edison
SDG	significant data gap
SED	socioeconomic data
SNA	John Wayne Airport
SO_2	sulfur dioxide
SoCAB	South Coast Air Basin
SoCalGas	Southern California Gas Company
SR	State Route
SRA	State Responsibility Area
SSRE	Source Reduction and Recycling Element
SWIS	Solid Waste Information System
SWP	State Water Project
SWPPP	Storm Water Pollution Prevention Plan

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TAC	Toxic Air Contaminants
TAZ	Traffic Analysis Zone
TCR	Tribal Cultural Resources
TSI	thermal systems insulation
TTM	Tentative Tract Map
UCMP	University of California Museum of Paleontology
USACE	United States Army Corps of Engineers
USDA	United States Department of Agriculture
USFWS	United States Fish and Wildlife Service
UST	underground storage tank
UWMP	Urban Water Management Plan
VMT	Vehicle Miles Traveled
VOC	volatile organic compounds
WEAP	Worker Environmental Awareness Program
WQMP	Water Quality Management Plan
WSS	Web Soil Survey
ZEV	Zero-Emission Vehicle

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1 - INTRODUCTION

1.1 - Purpose

The purpose of this Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND) is to identify any potential environmental impacts that would result from implementation of the proposed Bear Street Residential Project (proposed project) in the City of Costa Mesa, California. Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15367, City of Costa Mesa has discretionary authority over the proposed project and is the Lead Agency in the preparation of this IS/MND and any additional environmental documentation required for the proposed project.

The remainder of this section provides a brief description of the project location and the primary project characteristics. Section 2 includes an environmental checklist that provides an overview of the potential impacts that may result from project implementation, elaborates on the information contained in the environmental checklist, and provides justification for each checklist response. Feasible mitigations are analyzed to reduce all impacts to below a level of significance. Section 3 contains the List of Preparers.

1.2 - Project Location

The project site is located at 3150 Bear Street in the City of Costa Mesa (City), in Orange County, California (Exhibit 1). The approximately 6.12-acre project site consists of two parcels, Assessor's Parcel Numbers (APNs) 141-521-48 and -49. As shown in Exhibit 1, the project site is in the northern portion of the City. Regional access to the project site is from Interstate 405 (I-405) via the Bristol Street exit, State Route (SR) 73 via the Bear Street exit, and SR-55 via the Baker Street exit.

1.3 - Environmental Setting

1.3.1 - Land Uses and Zoning

The project site was formerly occupied by the Trinity Broadcasting Network and is now occupied by The Palazzo by Koshbin which is a European-style event venue. The flat project site is mostly paved or covered by structures (Exhibit 2). The proposed project would include demolition of the existing buildings and improvements.

The General Plan currently designates the project site as General Commercial (Exhibit 3).[1] The proposed project would require a General Plan Amendment (GPA) to change the General Plan land use designation from General Commercial to High-Density Residential.

[1] City of Costa Mesa. 2016. City of Costa Mesa General Plan, Land Use Element, Land Use Policy Map, Figure LU-3. Website: http://www.costamesaca.gov/home/showpublisheddocument/34692/637601318822270000. Accessed September 18, 2024.

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The project site is currently zoned Administrative and Professional (AP) (Exhibit 4) The proposed project would require a rezone to change the zoning designation from AP to Multiple-family Residential (R-3). The R-3 zoning district is intended to promote the development of multi-family rental as well as ownership dwelling units. The required minimum lot size is 12,000 square feet in the R-3 zone. The maximum density allowed is 2,178 square feet per dwelling unit, which equals 20 dwelling units per gross acre.[2]

1.3.2 - Surrounding Land Uses

North I-405 is located immediately north of the project site. South Coast Plaza shopping mall is located beyond I-405.

South Single-family homes and an office building.

East Olympic Avenue, Canadian Drive, and single-family homes.

West Bear Street is located immediately west of the project site. Shiffer Park and single-family homes are located beyond Bear Street.

1.4 - Project Description

MLC Holdings, LLC (applicant) proposes to develop a new residential infill community consisting of a total of 142 for-sale townhomes within eight separate buildings. The townhomes would range in size from approximately 1,060 to 2,218 square feet with 2-story detached homes and 4-story attached homes (Exhibit 5).

The proposed project would provide private roadways and parking, pedestrian walkways, common space and amenity areas, landscaping, and a recreational amenity area within the project site.

The project applicant proposes to deed restrict 5 percent of the units as very low affordable homes (up to seven homes). Pursuant to the State Density Bonus Law (SDBL), the proposed project would be allowed a 20 percent increase in density. Parking and landscaping associated with the proposed project would be consistent with requirements of the SDBL and applicable local regulations.

1.4.1 - Parking and Circulation

Vehicles would access the project site via the existing driveway on Bear Street. This access point would be signalized, and no gate is proposed. An internal private roadway system would provide two-way access to each unit's parking garage as well as guest parking spaces that would be distributed throughout the site. Pedestrians would circulate within the proposed project via internal pedestrian walkways and sidewalks located throughout the site.

[2] City of Costa Mesa. 2024. City of Costa Mesa Municipal Code. Website: https://ecode360.com/42616637. Accessed September 18, 2024.

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An emergency vehicle access exists at the east edge of the property near the terminus of Olympic Avenue. This gated access will remain, providing access for emergency vehicles. It will be redesigned with a new Knox box and a pedestrian gate on a timer to accommodate pedestrian access into the project site during park hours, allowing existing neighbors to the east a more direct walking path to Shiffer Park. This new pedestrian connection would be accompanied by a new signalized crosswalk at the community's Bear Street entrance.

Pursuant to the parking requirements set forth in the SDBL, the proposed project has been designed to meet the Reduced Parking Ratios set forth in Costa Mesa Municipal Code Section 13.85.[3] The proposed project would have 321 on-site parking spaces, consisting of 284 spaces within garages (2 per unit) and 37 guest spaces (0.26 per unit). The proposed parking spaces would meet the parking ratio code requirement of 238 parking spaces.

1.4.2 - Open Space and Landscaping

The proposed project incorporates amenities including a tot lot, barbecues, seating, open lawn areas, and landscaping (Exhibit 5 and 6).

The proposed project would provide 22,735 square feet of common open space; 35,502 square feet of Homeowner's Association (HOA) maintained landscaped areas; 18,293 square feet of fenced yards; and 3,637 square feet of other decorative planting areas, for a total of 80,167 square feet of open space area. As noted above, pursuant to the SDBL, the applicant seeks a waiver for a reduction in open space requirements.

1.4.3 - Off-site Improvements

Off-site improvements associated with the proposed project include a new pedestrian connection would be accompanied by a new signalized crosswalk at the community's Bear Street entrance, as described above, as well as 13,278 square feet of off-site common open space recreation areas. For purposes of this analysis, "project site" refers to both the proposed development and off-site improvements.

1.4.4 - Infrastructure and Utilities

Water service is currently provided by Mesa Water District. The proposed project would connect to an existing 6-inch domestic water line within Olympic Avenue and an existing 12-inch water line within Bear Street. Existing hydrants to remain are located adjacent to the project site on Olympic Avenue as well as diagonally across Bear Street near the existing entrance of Shiffer Park.

Sewer service is provided by Costa Mesa Sanitary District (CMSD). The proposed project would reroute existing sewer mains within the site and connect to the existing 8-inch sewer in Olympic Avenue. An existing Orange County Sanitation District sewer trunk line main crosses the northern portion of the property and will be protected in place.

[3] City of Costa Mesa. 2024. Code of Ordinances. Website: https:// ecode360.com/CO4918. Accessed September 23, 2024.

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The proposed project would connect to an existing storm drain to the northwest of the project site.

1.4.5 - Construction

The applicant anticipates that construction of the proposed project would begin approximately 8 months to 1 year following entitlement approval. Construction activities would consist of three consecutive phases: (1) demolition of the existing paved surfaces and structures, clearing, and site preparation (2 months); (2) site development, including grading, utility installation, and roadway construction (7 months); (3) vertical construction and landscaping installation (18 months). Considering the site is relatively flat, the design grading is anticipated to consist of cuts and fills on the order of 1 to 5 feet to reach pad grades and provide proper site drainage.

1.5 - Required Discretionary Approvals

As mentioned previously, the City of Costa Mesa has discretionary authority over the proposed project and is the CEQA Lead Agency for the preparation of this Draft IS/MND. In order to implement the proposed project, the City would need to secure the following permits/approvals:

- **General Plan Amendment** to change the land use designation from General Commercial to High-Density Residential.
- **Rezone** to change the zoning from AP to R-3 zone.
- **Tentative Tract Map (TTM)** for construction of 142 for-sale residential homes.

1.6 - Intended Uses of This Document

This Draft IS/MND has been prepared to determine the appropriate scope and level of detail required in completing the environmental analysis for the proposed project. This document will also serve as a basis for soliciting comments and input from members of the public and public agencies regarding the proposed project.

The Draft IS/MND will be circulated for a minimum of 30 days, during which comments concerning the analysis contained in the Draft IS/MND should be sent to:

Chris Yeager, Associate Planner
City of Costa Mesa Development Services Department
77 Fair Drive
Costa Mesa, CA 92626
Phone: 714.754.4883
Email: christopher.yeager@costamesaca.gov

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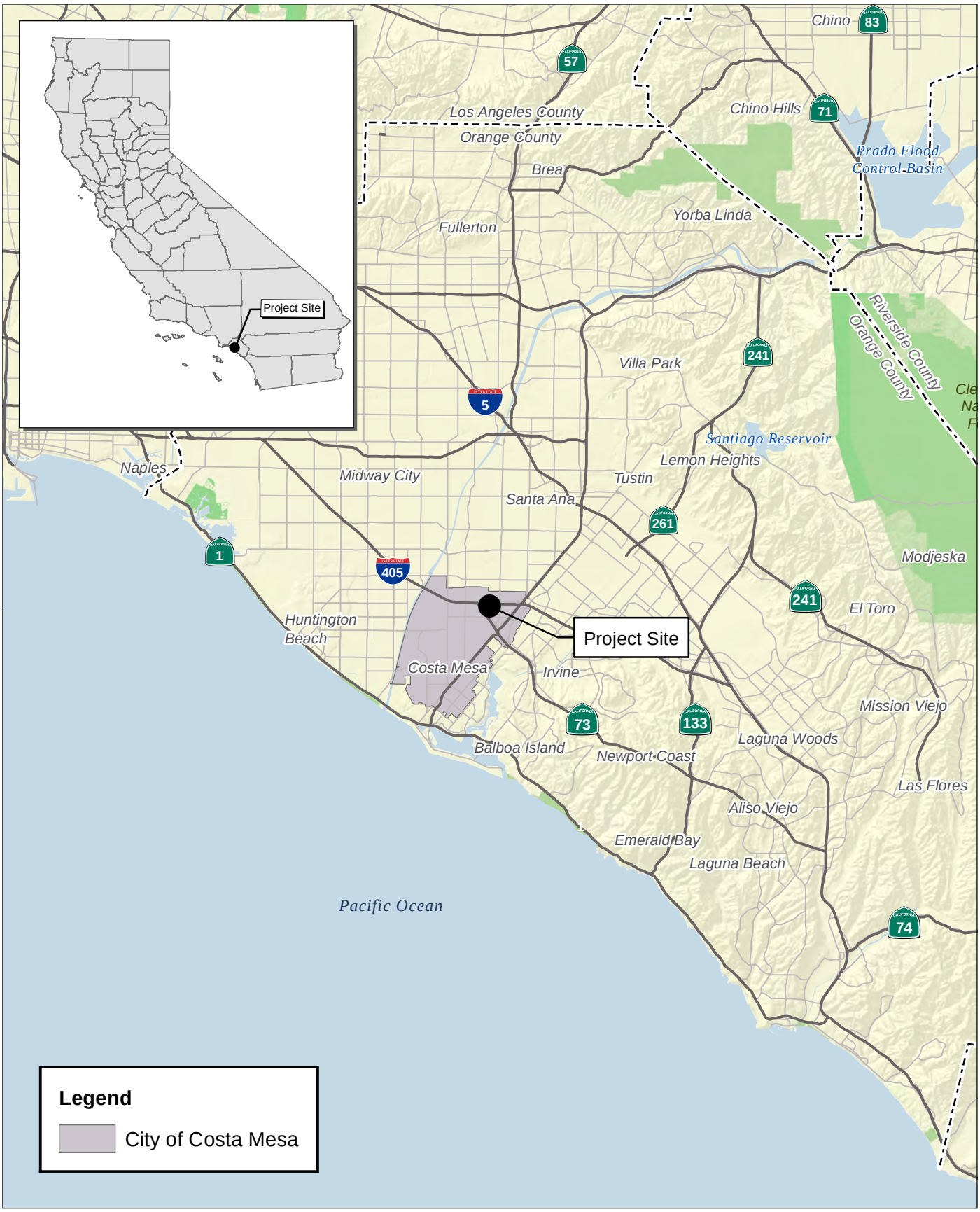

Source: Census 2000 Data, The California Spatial Information Library (CaSIL).

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Exhibit 1
Regional Location Map

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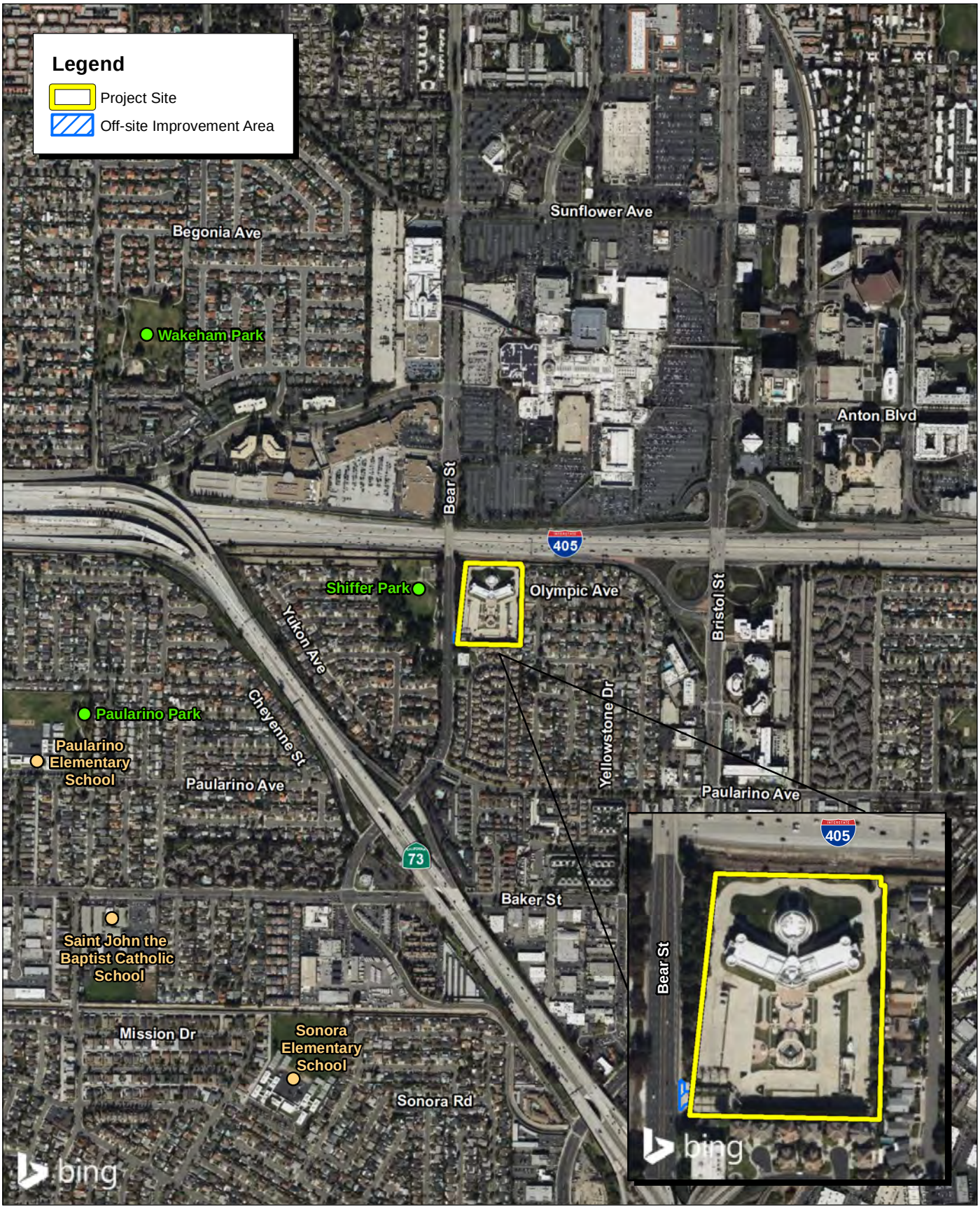

Source: Bing Aerial Imagery. X Engineering & Consulting, Inc., September 2024.

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1,000 500 0 1,000 Feet

Exhibit 2
Local Vicinity Map

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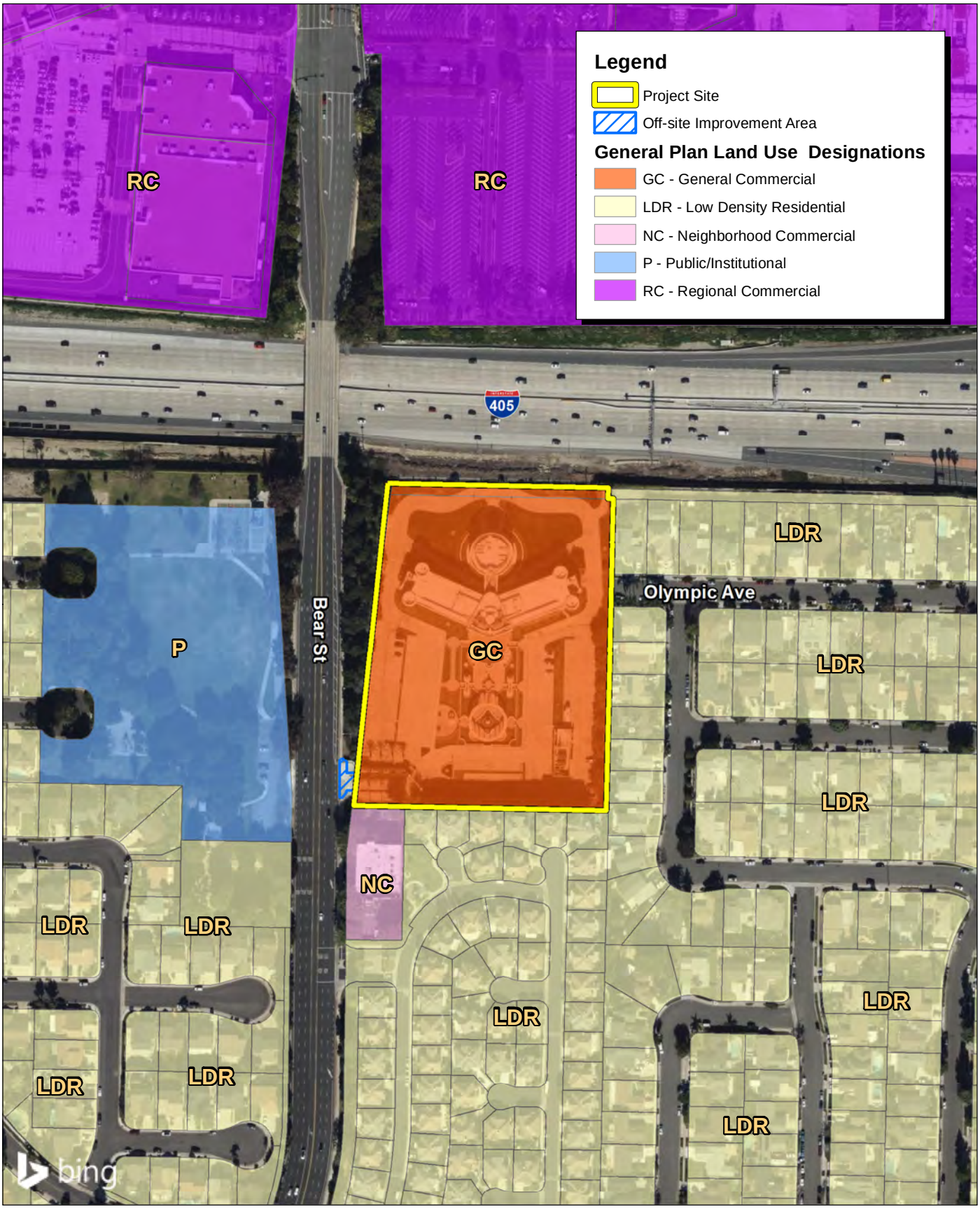

Source: Bing Aerial Imagery. X Engineering & Consulting, Inc., September 2024.

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Exhibit 3
General Plan Land Use Map

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Source: Bing Aerial Imagery. X Engineering & Consulting, Inc., September 2024.

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Exhibit 4
Zoning Map

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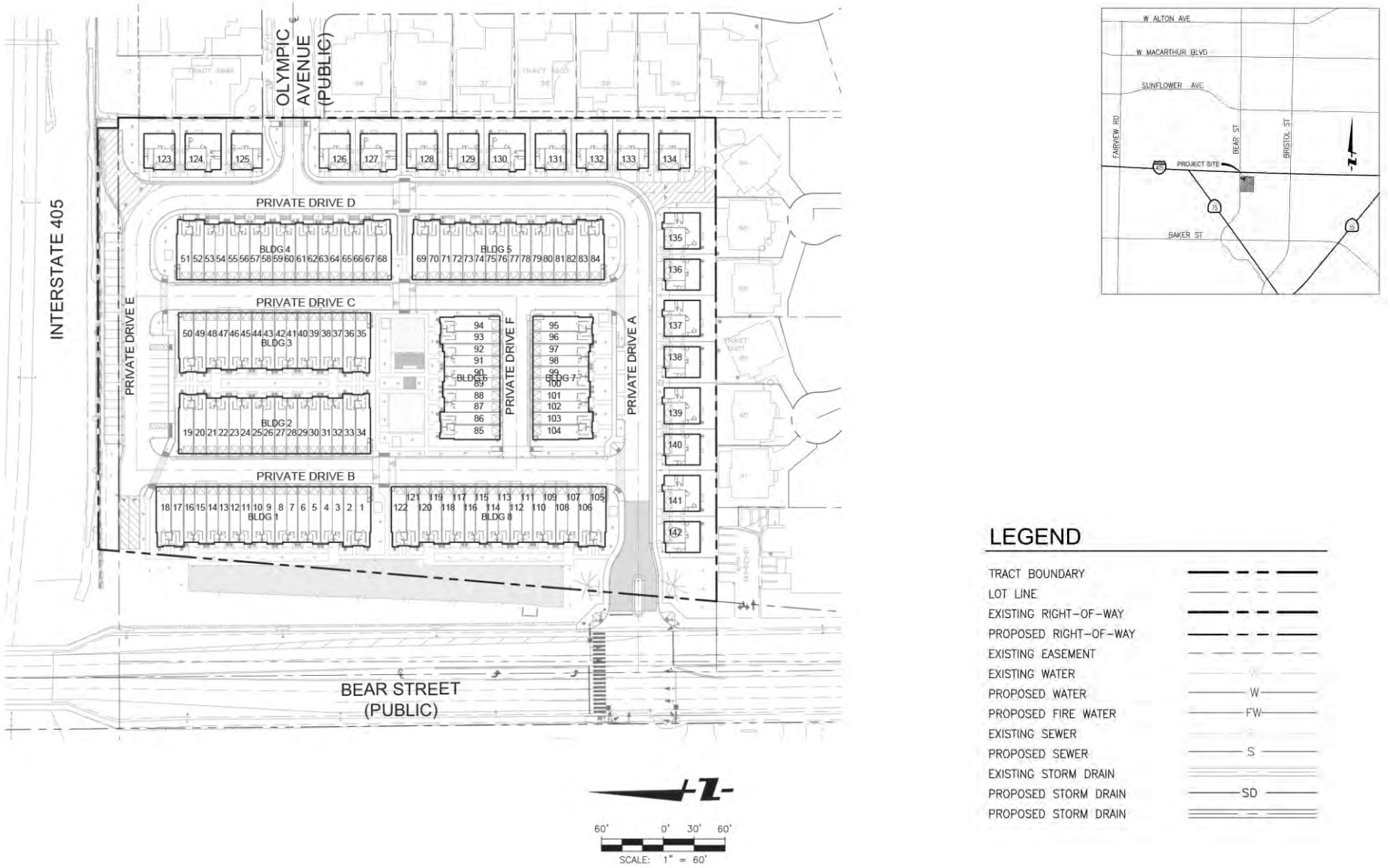

Source: X Engineering & Consulting, Inc. 12/11/24.

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Exhibit 5
Site Plan

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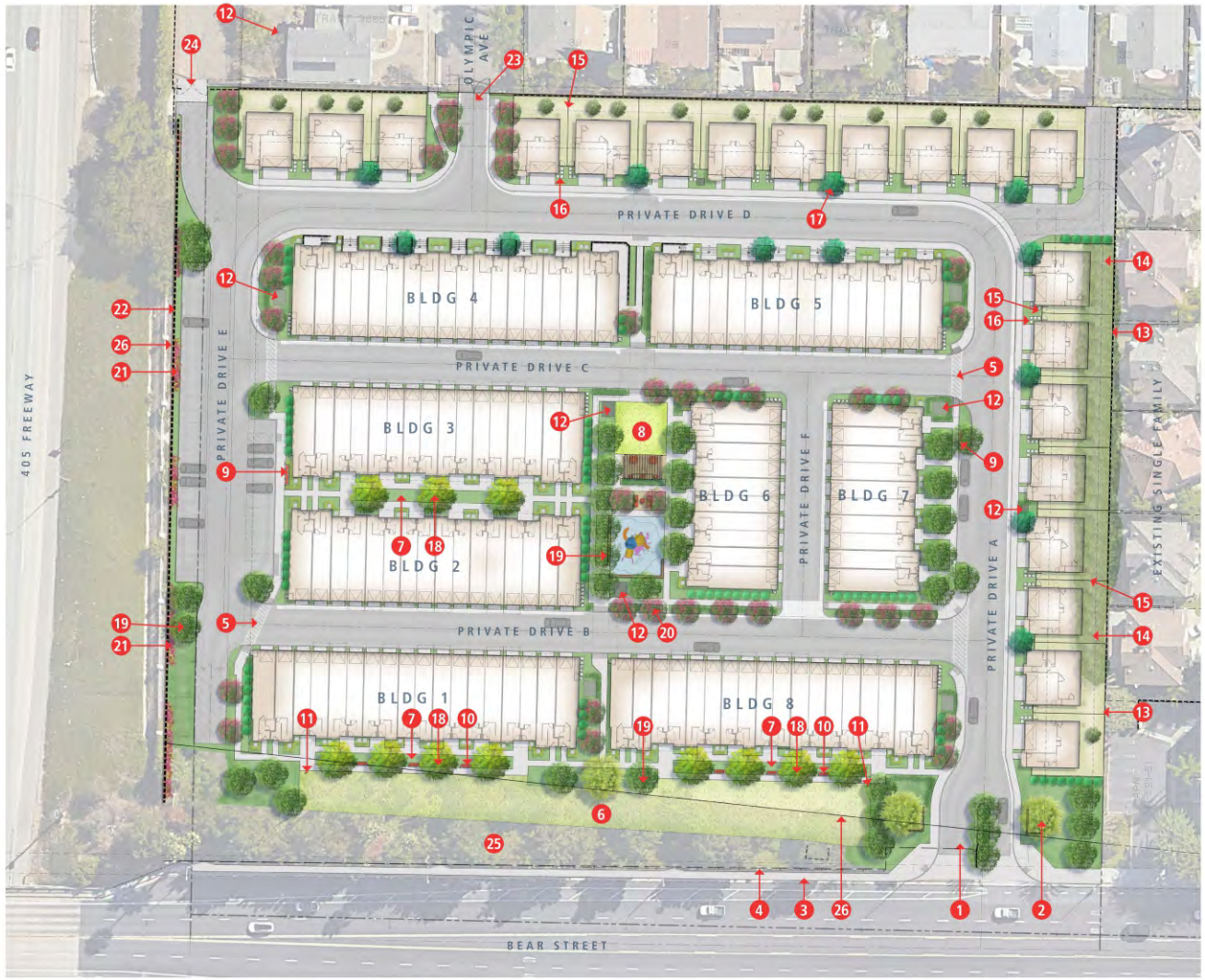

LEGEND

1. Project Entry
2. Monument Signage and Specimen Tree
3. Public Sidewalk
4. Existing Perimeter Pilaster and Fence (Refer to Sheet L-4)
5. Crosswalk Striping
6. Lawn Area
7. Central Paseo
8. Central Open Space:
   - Lawn
   - Overhead Structure
   - BBQ and Picnic
   - Play Equipment
   - Casual Seating
9. Mailboxes
10. Bench
11. Pet Waste Station (Total 3 Installs)
12. Transformer with Screening Hedge
13. Existing Wall to Remain
14. Existing Ficus Trees to Remain
15. Backyard Fence and Gate
16. Stepping Stones
17. Street Tree
18. Paseo Tree
19. Shade Tree
20. Flower Tree
21. Screening Vine
22. Sound Wall - 12' ht. (Refer to Sheet L-4)
23. EVA Gate
24. Existing Maintenance Corridor Gate to Remain
25. Existing Slope to Remain
26. Property Line

Source: MLC Holdings, Inc. 12/06/2024.

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Exhibit 6
Landscape Plan

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2 - ENVIRONMENTAL CHECKLIST AND ENVIRONMENTAL EVALUATION

Environmental Factors Potentially Affected					
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.					
☐	Aesthetics	☐	Agriculture and Forestry Resources	☒	Air Quality
☒	Biological Resources	☒	Cultural Resources and Tribal Cultural Resources	☐	Energy
☐	Geology and Soils	☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology and Water Quality	☐	Land Use and Planning	☐	Mineral Resources
☒	Noise	☐	Population and Housing	☐	Public Services
☐	Recreation	☐	Transportation	☒	Mandatory Findings of Significance
☐	Utilities and Services Systems	☐	Wildfire		

Environmental Determination

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measure based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Date: _____ Signed: _____

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.1 Aesthetics *Except as provided in Public Resources Code Section 21099, would the project:*				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a State Scenic Highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Environmental Evaluation

Setting

The General Plan Conservation Element specifies that the Santa Ana River, Fairview Park, and Talbert Regional Park are considered the City's primary natural resources.[4] Additional scenic amenities, such as golf courses, also provide visual relief from the built environment and are important visual amenities and landmarks. According to the General Plan EIR, scenic locations near the City include the Pacific Ocean, Santa Ana River, and Santa Ana Mountains.[5]

[4] City of Costa Mesa. 2015. 2015-2035 General Plan, Conservation Element. Website: http://www.costamesaca.gov/home/showpublisheddocument/34698/636740022567130000. Accessed October 2, 2024.

[5] City of Costa Mesa. 2016. Final Environmental Impact Report for the 2015-2035 General Plan. Website: http://ftp.costamesaca.gov/costamesaca/generalplan2015-2035/Final-EIR.pdf. Accessed November 18, 2024.

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Would the project:

a) Have a substantial adverse effect on a scenic vista?

No impact. The City does not designate any specific scenic vistas; however, it identifies the Santa Ana River, Fairview Park, and Talbert Regional Park as primary natural resources in the City. The project site is in the northeastern portion of the City, approximately 2.8 miles east of the Santa Ana River, 2.93 miles northeast of Fairview Park, and 4.12 miles northeast of Talbert Regional Park. Additionally, the project site is located over 5 miles from the Pacific Ocean.

Because of the distance and the intervening development and topography, the project site cannot be seen from the Santa Ana River, Fairview Park, or the Pacific Ocean. Nor would the development of the proposed project impede or change views of the City's identified natural resources from publicly accessible areas. General Plan Conservation Element Goal CON-1 aims to preserve natural resources in the City, including land, water, wildlife, and vegetation, and to protect areas of unique natural beauty. The project site is flat and is developed with commercial uses. Surrounding uses include commercial and residential development. Because of intervening development, there are no scenic views of the Santa Ana River, Fairview Park, Talbert Regional Park or the surrounding areas. Therefore, the proposed project would not affect public views of these scenic resources. No impact would occur.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic building within a State Scenic Highway?

No impact. The nearest eligible scenic highway is SR-1, approximately 5.63 miles southwest of the project site, and the nearest designated Scenic Highway is SR-91, approximately 11.58 miles northeast of the project site.[6]

Because of the distance and intervening development, the project site is not visible from SR-1 or SR-91. The project site is developed with commercial uses, and there are no scenic resources such as trees of significance, rock outcroppings, or historic buildings on-site. Additionally, unique visual resources or historic structures do not characterize the project site and surrounding area; therefore, no impact would occur to scenic or historic resources.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than significant impact. The project site is located in an urbanized area. As such, this discussion focuses on zoning and other regulations governing scenic quality. The General Plan and

[6] California Department of Transportation (Caltrans). 2024. State Scenic Highway Map. Website: https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa. Accessed October 2, 2024.

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Zoning Ordinance define the permitted land uses and the corresponding development standards within the City. The General Plan currently designates the project site as General Commercial. The proposed project would require a GPA to change the General Plan land use designation from General Commercial to High-Density Residential. The High-Density Residential land use designation is intended to provide residential development with a density of up to 20 du/acre.

The project site is currently zoned AP. The proposed project would require a rezone to change the zoning designation from AP to R-3. The R-3 zoning district is intended to promote the development of multi-family rental as well as ownership dwelling units. In conjunction with the proposed GPA to High-Density Residential, the proposed project would be subject to R-2 zoning development standards.

The proposed project would comply with all applicable Costa Mesa Code of Ordinances requirements related to scenic quality as part of the development review process to ensure the project design is consistent with adopted design guidelines. As such, the proposed project would not conflict with applicable zoning and other regulations pertaining to scenic quality, and no impacts would occur.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than significant impact. The project site is located in an urbanized area with existing light sources, which include streetlights, lighting on the interiors and exteriors of existing and surrounding buildings, as well as vehicle headlights and traffic signals. No nighttime construction is proposed, and construction activities would be subject to Costa Mesa Municipal Code Section 13-279, which restricts construction activities to between the hours of 7:00 a.m. and 7:00 p.m.[7] Therefore, the proposed project would not require construction lighting, except security and safety lighting.

The proposed project would generate lighting from two primary sources: lighting from the building interiors that would pass through windows and lighting from exterior sources (e.g., street lighting, parking area lighting, building illumination, security lighting, vehicle headlights, and landscape lighting). This proposed lighting is typical of residential developments. The proposed development would replace current existing sources of light and glare with new high-quality development and lighting.

The City's Planning and Building Department would review any proposed lighting to ensure conformance with the California Building Standards Code (CBC), Title 24, as well as the California Green Building Standard Code (CALGreen) (California Code of Regulations [CCR] Title 24, Part 11), such that only the minimum amount of lighting is used, and no light spillage occurs. Although the proposed project would replace existing structures with new buildings that would introduce new light sources, the surrounding area is urban and already illuminated, and the proposed lighting conditions would be similar to existing uses on-site and surrounding the project site. Furthermore, lighting would

[7] City of Costa Mesa. 2024. Municipal Code, Chapter XIII Noise Control. Website: https://ecode360.com/42619140?highlight=construction,construction%20hours,hours&searchId=8627775032158158. Accessed October 2, 2024.

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be required to adhere to the Costa Mesa Municipal Code, CBC, and CALGreen. Therefore, the proposed project would not cause adverse effects. A less than significant impact would occur, and no mitigation is required.

Sunlight or artificial light reflecting from finished surfaces such as window glass or other reflective materials can cause reflected light (glare). Buildings constructed of highly reflective materials from which the sun reflects at a low angle commonly cause adverse glare. All proposed glass materials to be used would be required to be approved by the City prior to project construction to ensure that the proposed project would not result in glare for adjacent residents or passersby. Therefore, impacts would be less than significant.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.2 Agriculture and Forestry Resources *In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.* *Would the project:*				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

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Environmental Evaluation

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Setting

The project site is currently zoned AP (Exhibit 4). The proposed project would require a rezone to change the zoning designation from AP to R-3. The R-3 zoning district is intended to promote the development of multi-family rental as well as ownership dwelling units.

The project site is located in a developed and urbanized area. The California Department of Conservation Farmland Mapping and Monitoring Program (FMMP) designates the project site as Urban and Built-Up Land, which is defined as land occupied with a building density of at least one dwelling unit per 1.5 acres, or approximately six structures to a 10-acre parcel.[8]

Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

No impact. As described above, the site is located on land designated as Urban and Built-Up Land. There is no Prime Farmland, Unique Farmland, Farmland of Statewide Importance, or Farmland of Local Importance on the project site or in its vicinity. In addition, the proposed project would not convert any farmland to nonagricultural use. Therefore, no impact would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

No impact. The project site is not under a Williamson Act Contract and is not zoned for agricultural uses.[9] As noted in the General Plan EIR, no Willamson Act contract lands exist within the City.[10] As

[8] California Department of Conservation. 2022. California Important Farmland Finder. Website: https://maps.conservation.ca.gov/DLRP/CIFF/#:~:text=State%20of%20California.%20Search%20this%20site. Accessed November 12, 2024.

[9] California Department of Conservation. 2024. California Williamson Act Enrollment Finder. Website: https://maps.conservation.ca.gov/dlrp/WilliamsonAct/App/index.html#:~:text=ArcGIS%20Web%20Application%20-%20California. Accessed November 12, 2024.

[10] City of Costa Mesa. 2016. Final Environmental Impact Report for the 2015–2035 General Plan. Website: http://ftp.costamesaca.gov/costamesaca/generalplan2015-2035/Final-EIR.pdf. Accessed November 12, 2024.

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previously discussed, the project site is currently zoned AP and would be rezoned to R-3. Therefore, no impact would occur.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No impact. The City of Costa Mesa does not contain any land that is zoned for forest land or timberland. The project site is within the AP Zone and is currently occupied with commercial uses. The proposed project would require a rezone of the site to R-3. Therefore, there would be no impact to land zoned for forest or timberland**.**

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No impact. As discussed above, the project site consists primarily of paved and developed surfaces and does not contain forest land, timberland, or timberland zoned for production. The proposed project would not result in the loss of forest land or conversion of forest land to non-forest uses. Therefore, there would be no impact.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?

No impact. The project site and surrounding area do not contain Farmland or forest land. Therefore, project implementation would not result in the conversion of Farmland or forest land from agricultural or timberland uses to nonagricultural or non-forest land uses. No impact would occur, and no mitigation is required.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.3 Air Quality *Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:*				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d) Result in other emissions (such as those leading to odors or) adversely affecting a substantial number of people?	☐	☐	☒	☐

Environmental Evaluation

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.

Setting

The proposed project site is located in the City of Costa Mesa, in Orange County, which is within the South Coast Air Basin (SoCAB). The SoCAB includes all of Orange County, Los Angeles County (except for the Antelope Valley), the non-desert portion of western San Bernardino County, and the western and Coachella Valley portions of Riverside County. The San Gabriel, San Bernardino, and San Jacinto Mountains bound the SoCAB on the north and east while the Pacific Ocean lies to the west of the SoCAB. The southern limit of the SoCAB is the San Diego County line. The SoCAB is under the jurisdiction of South Coast Air Quality Management District (SCAQMD).[11]

[11] South Coast Air Quality Management District (SCAQMD). 2022. Air Quality Management Plan. Website: http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan. Accessed November 19, 2024.

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The air pollutants for which national and State standards have been promulgated and that are most relevant to air quality planning and regulation in the SoCAB include ozone, nitrogen oxide (NO_X), carbon monoxide (CO), particulate matter, including dust, 10 micrometers or less in diameter (PM_{10}), and particulate matter, including dust, 2.5 micrometers or less in diameter ($PM_{2.5}$). In addition, toxic air contaminants (TACs) are of concern in the SoCAB. Each of these pollutants is briefly described below. Other pollutants that are regulated but not considered an issue in the project area are sulfur dioxide (SO_2), vinyl chloride, sulfates, hydrogen sulfide, and lead; the proposed project would not emit substantial quantities of those pollutants, so they are not discussed further in this section.

Construction and operation of the proposed project would be subject to applicable SCAQMD rules and requirements. The SCAQMD CEQA Air Quality Handbook was developed to assist local jurisdictions and lead agencies in complying with the requirements of CEQA regarding potentially adverse impacts to air quality.[12]

Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than significant impact. A potentially significant impact would occur if the proposed project would conflict with or obstruct implementation of the applicable air quality plan. The proposed project is located within the jurisdiction of the SCAQMD. The SCAQMD is responsible for preparing air quality attainment plans to be transmitted to the ARB and the United States Environmental Protection Agency (EPA) for incorporation into the State Implementation Plan. SCAQMD has designated this area as extreme nonattainment for ozone and serious nonattainment for $PM_{2.5}$.[13] To evaluate whether a project conflicts with or obstructs implementation of the applicable air quality plan (2022 Air Quality Management Plan [AQMP] for SoCAB), the SCAQMD CEQA Air Quality Handbook states that there are two key indicators. These indicators are identified by the criteria discussed below.

- **Indicator:** Whether the proposed project will not result in an increase in the frequency or severity of existing air quality violations, or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.
- **Indicator:** According to Chapter 12 of the SCAQMD CEQA Air Quality Handbook, the purpose of the General Plan consistency findings is to determine whether a proposed project is inconsistent with the growth assumptions incorporated into the air quality plan and, thus, whether it would interfere with the region's ability to comply with federal and California air quality standards.

[12] South Coast Air Quality Management District (SCAQMD). 1993. CEQA Air Quality Handbook. Available at SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765.

[13] South Coast Air Quality Management District (SCAQMD). Air Quality Management Plan. Website: http://www.aqmd.gov/home/air-quality/air-quality-management-plans/air-quality-mgt-plan. Accessed November 19, 2024.

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The development of emission burdens used in AQMPs to demonstrate compliance with ambient air quality standards is based, in part, on land use patterns contained within local general plans. Therefore, it is reasonable to conclude that if a project is consistent with the applicable general plan land use designation, and the general plan was adopted prior to the applicable AQMP, then the growth of Vehicle Miles Traveled (VMT) and/or population generated by said project would be consistent with growth in VMT and population assumed within the AQMP.

The General Plan and Zoning Ordinance defines the permitted land uses and the corresponding development standards within the City. The General Plan currently designates the project site as General Commercial. The proposed project would require a GPA to amend the General Plan land use designation from General Commercial to High-Density Residential. The High-Density Residential land use designation is intended to provide residential development with a density of up to 20 du/acre.

The project site is currently zoned AP. The proposed project would require a rezone to change the zoning designation from AP to R-3. The R-3 zoning district is intended to promote the development of multi-family rental as well as ownership dwelling units. In conjunction with the proposed GPA to High-Density Residential, the proposed project would be subject to R-3 zoning development standards.

Therefore, the proposed project's VMT and sources of air pollutants would have been analyzed in the 2022 AQMP under a lower density than the proposed project. As such, further analysis is required to determine whether the proposed project would conflict with or obstruct implementation of the applicable air quality plan.

Considering the recommended criteria in the SCAQMD's 1993 Handbook, this analysis uses the following criteria to address this potential impact:

- **Criterion 1:** Proposed project's contribution to air quality violations; and
- **Criterion 2:** Compliance with applicable emission control measures in the AQMPs.

Criterion 1: Project's Contribution to Air Quality Violations

According to the SCAQMD, the proposed project is consistent with the AQMP if the project would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.[14]

If a project's emissions do not exceed the SCAQMD regional thresholds for volatile organic compounds (VOC), NO_X, CO, sulfur oxides (SO_X), PM_{10}, or $PM_{2.5}$, it follows that the project's emissions would not exceed the allowable limit for each project in order for the region to attain and maintain ambient air quality standards, which is the primary goal of air quality plans. As shown in Impact 2.3(b), the proposed project would not exceed the SCAQMD's regional thresholds of

[14] South Coast Air Quality Management District (SCAQMD). 1993. CEQA Handbook. Available at SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765.

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significance during either construction or operation. Therefore, the proposed project would be consistent with the AQMP under this criterion.

Criterion 2: Control Measures

The AQMP contains several control measures which are enforceable requirements through the adoption of rules and regulations. The proposed project would comply with all applicable SCAQMD rules and regulations. Because of the nature of the proposed project, which includes earthmoving activity during construction, SCAQMD Rule 403 applies. Rule 403 requires that fugitive dust be controlled with Best Available Control Measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Compliance with this rule is achieved through the application of standard Best Management Practices (BMPs). These BMPs include application of water or chemical stabilizers to disturbed soils; covering haul vehicles; restricting vehicle speeds on unpaved roads to 15 miles per hour (mph); sweeping loose dirt from paved site access roadways; cessation of construction activity when winds exceed 25 mph; and establishing a permanent ground cover on finished sites. Because the proposed project does not otherwise include dust control BMPs incorporated, Standard Condition (SC) AIR-1 is required. SC AIR-1 requires the implementation of best available dust control measures during activities capable of generating fugitive dust, consistent with the requirements of SCAQMD Rule 403. The proposed project would comply with SCAQMD Rule 1113, which serves to limit the VOC content of architectural coatings used on projects in the SCAQMD. As outlined in SC AIR-2, all coatings used by the proposed project must meet or exceed the VOC content limits established by SCAQMD Rule 1113. The proposed project's compliance with all applicable SCAQMD rules and regulations would result in consistency with the applicable AQMP control measures.

Summary

In summary, the proposed project would not result in a regional exceedance of criteria air pollutants and would comply with all applicable SCAQMD rules and regulations with incorporation of SC AIR-1 and SC AIR-2. As such, the proposed project would not result in an increase in the frequency or severity of existing air quality violations, or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP. Furthermore, the proposed project would not interfere with the region's ability to comply with federal and California air quality standards. Therefore, this impact would be less than significant.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?

Less than significant impact. This impact is related to the cumulative effect of a project's criteria pollutant emissions. By its nature, air pollution is largely a cumulative impact resulting from emissions generated over a large geographic region. The nonattainment status of regional pollutants results from past and present development within the air basin, and this regional impact is a cumulative impact. Therefore, new development projects (such as the proposed project) within the SoCAB would contribute

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to this impact only on a cumulative basis. No single project would be sufficient in size, by itself, to result in nonattainment of regional air quality standards. Instead, a project's emissions may be individually limited, but cumulatively considerable when evaluated in combination with past, present, and future development projects.

Potential regional impacts could result in exceedances of State or federal standards for NO_X, particulate matter (PM_{10} and $PM_{2.5}$), or CO. NO_X emissions are of concern because of potential health impacts from exposure to NO_X emissions during both construction and operation and as a precursor in the formation of airborne ozone. PM_{10} and $PM_{2.5}$ are of concern during construction because of the potential to emit exhaust emissions from the operation of off-road construction equipment and fugitive dust during earth-disturbing activities (construction fugitive dust). CO emissions are of concern during project operation because operational CO hotspots are related to increases in on-road vehicle congestion and resulting health effects.

VOC emissions are also important because of their participation in the formation of ground level ozone. Ozone is a respiratory irritant and an oxidant that increases susceptibility to respiratory infections and that can cause substantial damage to vegetation and other materials. Elevated ozone concentrations result in reduced lung function, particularly during vigorous physical activity. This health problem is particularly acute in sensitive receptors such as the sick, elderly, and young children.

The cumulative analysis focuses on whether a specific project would result in cumulatively considerable emissions. According to Section 15064(h)(4) of the State CEQA Guidelines, the existence of significant cumulative impacts caused by other projects alone does not constitute substantial evidence that the project's incremental effects would be cumulatively considerable. Rather, the determination of cumulative air quality impacts for construction and operational emissions is based on whether the proposed project would result in regional emissions that exceed the SCAQMD regional thresholds of significance for construction and operations on a project level. Projects that generate emissions below the SCAQMD significance thresholds would be considered consistent with regional air quality planning efforts and would not generate cumulatively considerable emissions.

The proposed project's regional construction and operational emissions are evaluated separately below. Construction and operational emissions from the proposed project were estimated using the California Emissions Estimator Model (CalEEMod) Version 2022.1. The complete CalEEMod output files are included as part of Appendix A.

Construction Emissions

Construction emissions are described as "short-term" or temporary in duration; however, they have the potential to represent a significant impact with respect to air quality. Construction of the proposed project would result in the temporary generation of VOC, NO_X, CO, SO_X, PM_{10}, and $PM_{2.5}$ emissions from construction activities such as site preparation, grading, building construction (home construction), architectural coating, and paving. Fugitive dust emissions are primarily associated with

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earth disturbance and grading activities and vary as a function of soil silt content, soil moisture, wind speed, acreage of disturbance area, and miles traveled by construction vehicles on-site and off-site. Construction-related NO_X emissions are primarily generated by exhaust emissions from heavy-duty construction equipment, material and haul trucks, and construction worker vehicles. VOC emissions are mainly generated by exhaust emissions from construction vehicles, off-gas emissions associated with architectural coatings, and asphalt paving.

For the purpose of this analysis, construction of the proposed project was estimated to begin in December 2025 and conclude in September 2028 and was modeled based on an applicant-provided preliminary schedule; see Appendix A. Note that construction emissions would likely decrease if the construction schedule were deferred to later years because of improvements in technology and more stringent regulatory requirements. The duration of construction activity and associated equipment represents a reasonable approximation of the expected construction fleet as the State CEQA Guidelines require.

The calculations of pollutant emissions from the construction equipment account for the type of equipment, horsepower and load factors of the equipment, and the duration of equipment use. Table 1 presents the proposed project's maximum daily construction emissions during the entire construction duration using the worst-case summer or winter daily construction-related criteria pollutant emissions for each phase of construction. The PM_{10} and $PM_{2.5}$ emissions reflect the combined exhaust and fugitive dust emissions after incorporation of SC AIR-1, which requires the implementation of best available dust control measures outlined in SCAQMD Rule 403. Complete CalEEMod output files are included as part of Appendix A.

Table 1: Unmitigated Construction—Maximum Daily Regional Emissions by Year

Construction Year	Regional Pollutant Emissions (pounds per day)					
	VOCs	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**$PM_{2.5}$**
Maximum Daily from Project Construction (2025)	1.64	19.75	15.68	0.05	5.68	1.52
Maximum Daily from Project Construction (2026)	3.20	29.39	29.68	0.05	9.20	5.15
Maximum Daily from Project Construction (2027)	0.89	5.70	14.29	0.02	2.71	0.76
Maximum Daily from Project Construction (2028)	24.43	5.42	13.81	0.02	2.70	0.74
Maximum Daily Construction Emissions						
Maximum Daily Emissions[1]	**24.43**	**29.39**	**29.68**	**0.05**	**9.20**	**5.15**
SCAQMD Significance Threshold	**75**	**100**	**550**	**150**	**150**	**55**

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Construction Year	Regional Pollutant Emissions (pounds per day)					
	VOCs	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Exceed Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in diameter
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
SCAQMD = South Coast Air Quality Management District
SO_X = sulfur oxides
VOC = volatile organic compound
[1] Assumes overlap of construction activities based on schedule presented in Appendix A.
The PM_{10} and $PM_{2.5}$ emissions reflect the combined exhaust and mitigated fugitive dust emissions in accordance with SCAQMD Rule 403 and incorporated into the proposed project assumptions through SC AIR-1.
Source of Emissions: Appendix A.

As shown above in Table 1, the proposed project's construction emissions (with the incorporation of SC AIR-1) would not exceed the applicable significance threshold for any of the pollutants. Therefore, the proposed project would have a less than significant impact related to regional air quality during project construction.

Operational Emissions

Long-term operational emissions would be generated, resulting from daily operations at the proposed townhomes. Operational emissions for residential land use development projects are typically distinguished as mobile-, area-, and energy-source emissions. Mobile source emissions are those associated with automobiles that would travel to and from the project site. Assumptions used to estimate mobile source emissions that would be generated by the proposed project were consistent with those presented in the project-specific Trip Generation Memorandum. The existing site generates 530 daily trips. The proposed project would generate 1,024 daily trips (under the 146-unit scenario), resulting in a net increase of 494 daily trips compared to the existing use.[15] Under the 142-unit scenario, the proposed project would generate 997 daily trips, resulting in a net increase of 467 daily trips compared to the existing use. Area-source emissions are those associated with natural gas combustion for space and water heating, landscape maintenance activities, and periodic architectural coatings. Energy-source emissions are those associated with electricity consumption and are more pertinent for greenhouse gas (GHG) emissions than air quality pollutants. Because the proposed project would demolish and replace existing structures, the proposed project's incremental increase in air pollutant emissions would be lower than those estimated and presented below. Table 2 presents the proposed project's estimated maximum daily operational emissions.

[15] Urban Crossroads. August 8. 3150 Bear Street Due Diligence Trip Generation Assessment. 2024.

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Table 2: Maximum Daily Operational Regional Pollutants

Operational Activity	Regional Pollutant Emissions (pounds per day)[1]					
	VOC	NO_X	CO	SO_X	PM_{10} (Total)	$PM_{2.5}$ (Total)
Area	7.09	0.00	15.32	0.00	0.02	0.01
Energy	0.00	0.00	0.00	0.00	0.00	0.00
Mobile (Automobiles)	2.94	2.13	22.70	0.06	5.67	1.46
Overall Maximum Daily[1]	**10.03**	**2.13**	**38.02**	**0.06**	**5.69**	**1.47**
SCAQMD Significance Threshold	**55**	**55**	**550**	**150**	**150**	**55**
Exceed Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in diameter
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
SCAQMD = South Coast Air Quality Management District
SO_X = sulfur oxides
VOC = volatile organic compounds
[1] Emissions shown represent the maximum daily emissions from summer and winter seasons for each operational emission source and pollutant. Therefore, total daily operational emissions represent the maximum daily emissions that could occur throughout the year.
Source of Table: Appendix A.

As shown in Table 2, the proposed project's regional daily operational emissions would not exceed any of the SCAQMD thresholds of significance. Therefore, the proposed project would have a less than significant impact related to regional air quality during project operation. Furthermore, as previously noted, the proposed project would replace existing structures with new residential buildings. The existing uses are currently generating air pollutant emissions that would no longer occur once the existing structures are demolished. Thus, the proposed project's net increase in air pollutant emissions from project operations would be even lower than what are shown in Table 2.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than significant impact after incorporation of mitigation. This impact evaluates the potential for the proposed project's construction and operational emissions to expose sensitive receptors to substantial pollutant concentration. Sensitive receptors are defined as those individuals who are sensitive to air pollution, including children, the elderly, and persons with pre-existing respiratory or cardiovascular illness. For purposes of CEQA, the SCAQMD considers a sensitive receptor to be a location where a sensitive individual could remain for 24 hours, such as residences, hospitals, or

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convalescent facilities.[16] Commercial and industrial facilities are not included in the definition because employees do not typically remain on-site for 24 hours. However, when assessing the impact of pollutants with 1-hour or 8-hour standards (such as nitrogen dioxide [NO_2] and CO), commercial and/or industrial facilities would be considered sensitive receptors.

To result in a less than significant impact, the following criteria must be true:

- **Criterion 1:** Localized significance threshold (LST) assessment: emissions and air quality impacts during project construction or operation must be below the applicable LSTs to screen out of needing to provide a more detailed air quality analysis. If the proposed project exceeds any applicable LST when the mass rate lookup tables are used as a screening analysis, then project-specific air quality modeling may be performed to determine significance.
- **Criterion 2:** A CO hotspot assessment must demonstrate that the proposed project would not result in the development of a CO hotspot that would result in an exceedance of the CO ambient air quality standards.
- **Criterion 3:** TAC analysis must demonstrate that TAC emissions from construction and operations of the proposed project would not result in significant health risk impacts to nearby sensitive receptors.

Criterion 1: Localized Significance Threshold Analysis—Criteria Pollutants

The localized construction and operational analyses use thresholds (i.e., LSTs) that represent maximum emissions for a project that would not cause or contribute to an exceedance of the most stringent applicable federal or State ambient air quality standard.[17] If the proposed project's construction or operational emissions are under those thresholds, it follows that the proposed project would not cause or contribute to an exceedance of the standard and would not expose sensitive receptors to substantial pollutant concentrations.

Localized Construction Analysis

The LST Methodology only applies to on-site emissions and states that "off-site mobile emissions from the project should not be included in the emissions compared to LSTs." Therefore, for purposes of the construction LST analysis, only on-site emissions were compared with the applicable LSTs.

Utilizing the construction equipment list and associated acreages per 8-hour day provided in the SCAQMD "Fact Sheet for Applying CalEEMod to Localized Significance Thresholds," the appropriate thresholds were selected based on the maximum number of acres disturbed in a day. To ensure a conservative analysis, the proposed project emissions have been compared to the 2 acre per day

[16] South Coast Air Quality Management District (SCAQMD). 2003. Revised 2008. Final Localized Significance Threshold Methodology. Revised July 2008. Website: https://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/final-lst-methodology-document.pdf. Accessed November 19, 2024.

[17] South Coast Air Quality Management District (SCAQMD). 2003. Revised 2008. Final Localized Significance Threshold Methodology. Revised July 2008. Website: https://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/final-lst-methodology-document.pdf. Accessed November 19, 2024.

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LST. A complete list of construction equipment, as well as the calculation sheet to determine the maximum area disturbed are included in Appendix A.

Table 3 presents the proposed project's maximum daily on-site emissions compared with the applicable LSTs. The closest sensitive receptor is within approximately 20 feet from the project site, which is approximately 6.1 meters.[18] Receptors 25 meters or less use the 25-meter LSTs. The LSTs for the project site were obtained from the LST Methodology for a 2-acre project site located in Source Receptor Area 18–North Coastal Orange County, with sensitive receptors within 25 meters. As noted in Table 3, emission estimates account for implementation of SCAQMD Rule 403 (incorporated into the proposed project through SC AIR-1), and the construction vehicle trip lengths were adjusted to 0.5 mile to represent localized emissions.

Table 3: Construction Localized Significance Screening Analysis

Activity	On-site Emissions (pounds per day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Maximum Daily from Project Construction (2025)	14.95	13.33	4.27	1.09
Maximum Daily from Project Construction (2026)	29.21	28.99	8.94	5.09
Maximum Daily from Project Construction (2027)	4.26	7.16	0.22	0.15
Maximum Daily from Project Construction (2027)	4.03	7.08	0.20	0.13
Maximum Daily On-site Construction Emissions[1]	**29.21**	**28.99**	**8.94**	**5.09**
Construction Localized Significance Threshold (Source Receptor Area 18, 2 acres disturbed, 25 meters)	**131**	**962**	**7**	**5**
Exceed Screening Threshold?	**No**	**No**	**Yes**	**Yes**

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter with an aerodynamic resistance diameter of 10 micrometers or less
$PM_{2.5}$ = particulate matter with an aerodynamic resistance diameter of 2.5 micrometers
SCAQMD = South Coast Air Quality Management District
[1] Assumes overlap of construction activities based on construction schedule shown in Appendix A.
The PM_{10} and $PM_{2.5}$ emissions reflect the combined exhaust and mitigated fugitive dust emissions in accordance with SCAQMD Rule 403 and incorporated into the proposed project assumptions through SC AIR-1.
Source of emissions: Appendix A.
Source of thresholds: South Coast Air Quality Management District (SCAQMD) Mass Rate Localized Significance Threshold (LST) Lookup Table for Source Receptor Area 18, 2 acres disturbed, within nearest sensitive receptor within 25 meters from the project site.

[18] South Coast Air Quality Management District (SCAQMD). 2003. Revised 2008. Final Localized Significance Threshold Methodology. Revised July 2008. Website: https://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/final-lst-methodology-document.pdf. Accessed November 19, 2024.

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As shown in Table 3, the proposed project's maximum daily on-site emissions would not exceed the applicable SCAQMD LSTs for NO_X or CO; therefore, localized construction impacts related to these air pollutants would be less than significant. However, the proposed project's maximum daily on-site emissions would exceed the applicable SCAQMD LSTs for PM_{10} or $PM_{2.5}$. As previously discussed, the LSTs are screening criteria developed by the SCAQMD to provide lead agencies and project applicants with a conservative indication of whether the proposed project could result in a potentially significant air quality impact. If a project exceeds an applicable LST, then the SCAQMD recommends that project-specific air quality modeling be performed to determine localized impacts. To determine localized impacts related to construction-generated PM (including both PM_{10} and $PM_{2.5}$), a project-specific construction Health Risk Assessment (HRA) was performed. As detailed within the HRA addressed in Criterion 3 below, localized impacts from the proposed project's generation of particulate matter during construction would be less than significant after incorporation of mitigation. The proposed project would be required to comply with SC AIR-1 (consistent with SCAQMD Rule 403) and would be required to implement Mitigation Measure (MM) AIR-1. Incorporation of SC AIR-1 and MM AIR-1 would ensure that the project-generated emissions of PM_{10} and $PM_{2.5}$ would be controlled during the construction period. In addition, SC AIR-2 would ensure that all architectural coatings used on-site would meet the VOC content requirements of SCAQMD Rule 1113. Accordingly, with adherence to standard conditions and incorporation of mitigation, the proposed project's on-site construction-related criteria air pollutant and ozone precursor concentrations would not expose sensitive receptors to substantial pollutant concentrations. This impact would be less than significant.

Localized Operational Analysis

Similar to the construction LST analysis above, the applicable operational LSTs were obtained for a project located in Source Receptor Area 18 with the nearest sensitive receptor being within 25 meters. Long-term operations would occur for the proposed project on the approximately 6.12-acre project site, and LSTs were obtained for a 5-acre site (the largest option).

As described above, the LST Methodology recommends that only on-site emissions are evaluated using LSTs. Because most of the proposed project's mobile source emissions would occur on the local and regional roadway network away from the project site, a trip length of 0.5 mile was used in the modeling input assumptions to account for on-site emissions and from mobile sources. The 0.5-mile on-site trip length is a conservative estimate that takes into account the maximum project site distance a vehicle could travel, not the most likely or fastest route, to ensure all potential impacts are considered. On-site area-, energy-, and mobile source emissions were included in this analysis. Table 4 presents the proposed project's maximum daily on-site emissions compared with the appropriate LSTs.

Table 4: Operational Localized Screening Significance Analysis

Emissions Source	Pounds per Day			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Area	0.14	15.32	0.02	0.01
Energy	0.00	0.00	0.00	0.00

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Emissions Source	Pounds per Day			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Mobile (Automobiles)	0.70	6.17	0.36	0.10
Maximum Daily On-site Operational Emissions	**0.84**	**21.49**	**0.38**	**0.11**
Localized Significance Thresholds (Source Receptor Area 18, 5-acre site, 25 meters)	**200**	**2,349**	**13**	**5**
Exceeds Screening Threshold?	**No**	**No**	**No**	**No**

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in diameter
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
The highest daily emissions of NO_X, CO, PM_{10}, and $PM_{2.5}$ were in the summer season.
Source of Emissions: Appendix A.
Source of thresholds: SCAQMD Mass Rate Lookup Tables for a 5-acre site in Source Receptor Area 18 for sensitive receptors located within 25 meters of the project site.

As shown in Table 4, the proposed project's maximum daily on-site operational emissions would not exceed any applicable SCAQMD LSTs. Therefore, the proposed project's operational activities would not cause or contribute substantially to an existing or future ambient air quality standard violation. Accordingly, the proposed project's operational criteria air pollutant and ozone precursor concentrations would not expose sensitive receptors to substantial pollutant concentrations. The impact would be less than significant.

Criterion 2: Carbon Monoxide Hotspot Analysis

A CO hotspot represents a condition wherein high concentrations of CO may be produced by motor vehicles accessing a congested traffic intersection under heavy traffic volume conditions. It has long been recognized that CO exceedances are caused by vehicular emissions, primarily when idling at intersections. Accordingly, vehicle emissions standards have become increasingly more stringent to help remedy this impact.

The CO hotspot analysis contained in the SCAQMD 1992 CO Plan is used to determine potential CO hotspot impacts from the proposed project, because by using the 1992 CO Plan as a worst-case scenario, the proposed project can measure CO impacts against intersections that experienced significantly more vehicle traffic than adjacent to the proposed project. The 1992 CO Plan is used as a worst-case scenario because it included a CO hot spot analysis for four busy intersections in Los Angeles at the peak morning and afternoon time periods. The intersections evaluated included Long Beach Boulevard and Imperial Highway (Lynwood); Wilshire Boulevard and Veteran Avenue (Westwood); Sunset Boulevard and Highland Avenue (Hollywood); and La Cienega Boulevard and Century Boulevard (Inglewood). The busiest intersection evaluated was that at Wilshire Boulevard and Veteran Avenue, which has a daily traffic volume of approximately 100,000 vehicles per day.

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Subsequently, the CO Plan determined that no CO hotspot would occur even with 100,000 vehicles per day at this one intersection.

According to the transportation analysis prepared by Urban Crossroads,[19] the existing peak-hour trips for the current land use operations are 97 AM peak-hour trips and 87 PM peak-hour trips along the segment of Bear Street adjacent to the project site. However, the proposed project would only generate 64 AM peak-hour trips and 83 PM peak-hour trips under the 146-unit scenario (which would be slightly lower under the 142-unit scenario). Thus, the proposed project is expected to generate a net reduction of 33 AM trips and 4 fewer PM peak-hour trips as compared to the trips generated by the existing land use. Furthermore, based on the project-specific Trip Generation Memorandum, the proposed project was estimated to generate 1,024 daily vehicle trips under the 146-unit scenario and 997 trips under the 142-unit scenario and would not result in traffic volumes exceeding 100,000 vehicles per day at any of the intersections evaluated near the project site.[20] Additionally, project-generated trips would be distributed throughout the day and would not impact all local roadways at one time, further reducing the potential impacts to CO. As a result, none of the intersections near the proposed project site would have peak-hour traffic volumes exceeding those at the intersections analyzed in the 1992 CO Plan. Additionally, the adjacent roadways are not located in an area where vertical or horizontal atmospheric mixing is substantially limited, such as a tunnel or overpass. Furthermore, there are no factors unique to the local meteorology to conclude that this intersection would yield higher CO concentrations if modeled in detail. Therefore, the operational CO impact would be less than significant.

Criterion 3: Project-Specific Operational Toxic Air Pollutants

An assessment was made of the potential health impacts on surrounding sensitive receptors resulting from TAC emissions during construction.

The SCAQMD has defined health risk significance thresholds. These thresholds are represented as a cancer risk to the public and a non-cancer hazard from exposures to TACs. Cancer risk represents the probability (in terms of risk per million individuals) that an individual would contract cancer resulting from exposure to TACs continuously over a period of several years. The principal TAC emission analyzed in this assessment was diesel particulate matter (DPM) from operation of off-road equipment and diesel-powered delivery and worker vehicles during construction. DPM has been identified by the ARB as a carcinogenic substance. For purposes of this analysis, DPM is represented as exhaust emissions of PM_{10}. The California Office of Environmental Health Hazard Assessment (OEHHA) has developed guidance for estimating cancer risks that considers the increased sensitivity of infants and adults to TAC emissions, different breathing rates, and time spent at home. This guidance was applied in estimating cancer risks from the construction and operation of the proposed project. To assess impacts to off-site sensitive receptors, the American Meteorological Society/EPA Regulatory Model (AERMOD) air dispersion model was used to estimate the concentrations from PM_{10} and $PM_{2.5}$ exhaust at nearby sensitive receptors within 1,000 feet of the project site. The

[19] Urban Crossroads. August 8. 3150 Bear Street Due Diligence Trip Generation Assessment. 2024.

[20] Ibid.

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Hotspots Analysis and Reporting Program (HARP2) software was used to identify the cancer risks associated with DPM generated during construction activities.

Toxic Air Contaminant Construction Analysis

Major sources of DPM during construction include off-road construction equipment and heavy-duty delivery truck activities. The results of the HRA prepared for project construction for cancer risk and long-term chronic cancer risk are summarized below. Detailed parameters, a description of methodology, and complete calculations are contained in Appendix A.

The estimated health and hazard impacts at the Maximally Exposed Individual Receptor (MEIR) from the proposed project's construction emissions, prior to incorporation of mitigation, are provided in Table 5.

Table 5: Estimated Health Risks and Hazards During Project Construction (Unmitigated)

Source	Cancer Risk (risk per million)	Chronic Non-Cancer HI
Maximally Exposed Individual Receptor[1]	24.49	0.014
Significance Threshold	**10**	**1**
Exceeds Individual Source Threshold?	**Yes**	**No**

Notes:
HI = hazard index
[1] The location of the construction MEIR was determined to be an existing single-family residence within approximately 20 feet east of the project boundary, at 33°41'12.1"N 117°53'25.1"W.
Source: Appendix A.

As noted in Table 5, above, the proposed project's construction emissions would exceed the cancer risk significance threshold without the use of cleaner than average construction equipment. Accordingly, MM AIR-1 is recommended, which would require the use of Tier 3 engines with Level 3 Verified Diesel Emission Control Strategy (VDEC) filters for all construction equipment equal to or greater than 50 horsepower. Equipment meeting Tier 4 standards achieves the required reductions and specifications in MM AIR-1 without VDECs.[21]

As noted in Table 6, below, the proposed project's construction emissions would not exceed any applicable SCAQMD significance threshold for health risk impacts after incorporation of MM AIR-1. Therefore, project construction would not result in significant health impacts to nearby sensitive receptors after incorporation of mitigation.

[21] The Tier 4 scenario is modeled as Tier 4 Interim equipment and is included as part of Appendix A.

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Table 6: Estimated Health Risks and Hazards During Project Construction (Mitigated)

Source	Cancer Risk (risk per million)	Chronic Non-Cancer HI
Mitigated Construction–Tier 3 with Level 3 Filters Scenario		
Maximally Exposed Individual Receptor[1]	5.03	0.003
Significance Threshold	**10**	**1**
Exceeds Individual Source Threshold?	**No**	**No**

Notes:
HI = hazard index
[1] The location of the construction MEIR was determined to be an existing single-family residence within approximately 20 feet east of the project boundary, at 33°41'12.1"N 117°53'25.1"W.
Source: Appendix A.

Criterion 3: Project-Specific Operational Toxic Air Pollutants

The proposed project is a residential project and would not have stationary sources or on-site sources of TACs during operation. Traffic generated by the residential project would consist of mostly light-duty gasoline-powered vehicles, which are not a significant source of TAC and air pollutant emissions. Thus, the proposed project would not generate a significant amount of DPM or other TAC emissions during operation and would not result in significant health impacts to nearby sensitive receptors during operation.

Cumulative Toxic Air Contaminant Analysis

As previously discussed, projects that exceed project-specific significance thresholds are considered cumulatively considerable by the SCAQMD. Conversely, projects that do not exceed project-specific thresholds are generally not considered cumulatively significant. As discussed in Criteria 1 through 3 above, the proposed project would not expose sensitive receptors to substantial pollutant concentrations. Since the proposed project would not exceed project-specific thresholds it would not be considered to result in cumulatively significant impacts.

The Proposed Project as a Receptor

The proposed project would locate new sensitive receptors (residents) that could be subject to existing sources of TACs at the project site. However, as demonstrated above, the proposed project would comply with all existing regulations and would not exacerbate environmental hazards or conditions that already exist. Accordingly, no further analysis is required. The California Supreme Court concluded in *California Building Industry Association v. BAAQMD* that CEQA generally does not require an analysis of the impact of existing environmental conditions on a project's future users or residents.

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d) Result in other emission (such as those leading to odors) adversely affecting a substantial number of people?

Less than significant impact. Odors can cause a variety of responses. The impact of an odor is dependent on interacting factors such as frequency (how often), intensity (strength), duration (in time), offensiveness (unpleasantness), location, and sensory perception. While offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies.

The SCAQMD does not provide a suggested screening distance for a variety of odor-generating land uses and operations. However, the San Joaquin Valley Air Pollution Control District (Valley Air District) does have a screening distance for odor sources. These screening distances by type of odor generator are listed below in Table 7.

Table 7: Screening Levels for Potential Odor Sources

Odor Generator	Screening Distance
Wastewater Treatment Facilities	2 miles
Sanitary Landfill	1 mile
Transfer Station	1 mile
Composting Facility	1 mile
Petroleum Refinery	2 miles
Asphalt Batch Plant	1 mile
Chemical Manufacturing	1 mile
Fiberglass Manufacturing	1 mile
Painting/Coating Operations (e.g., auto body shop)	1 mile
Food Processing Facility	1 mile
Feed Lot/Dairy	1 mile
Rendering Plant	1 mile

Source: San Joaquin Valley Air Pollution Control District (Valley Air District). 2015. Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI). March 19. Website: https://valleyair.org/transportation/GAMAQI.pdf. Accessed April 22, 2024.

Construction-Related Odors

Potential sources that may emit odors during construction activities include exhaust from diesel construction equipment. However, because of the temporary nature of these emissions, the intermittent nature of construction activities, and the highly diffusive properties of DPM exhaust, nearby receptors would not be affected by diesel exhaust odors associated with project construction. Odors from these sources would be localized and generally confined to the immediate area surrounding the proposed

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project site. The proposed project would utilize typical construction techniques and the odors would be typical of most construction sites for a typical residential subdivision. As such, the proposed project would not cause odors that adversely affect a substantial number of people during the construction period; potential impacts during construction would be less than significant.

Operational-Related Odors

The proposed project includes the construction and development of a new residential infill community consisting of a total of up to 142 for-sale townhomes and associated amenities, landscaping, paving, and off-site improvements. Operations of the proposed project could lead to odors from associated vehicle exhaust and outdoor cooking. However, such odors generated by project operation would be small in quantity and duration and would not pose an objectionable odor impact to nearby receptors. Land uses that are typically identified as sources of objectionable odors include landfills, transfer stations, sewage treatment plants, composting facilities, feedlots, coffee roasters, asphalt batch plants, and rendering plants. The proposed residential project would not produce any offensive odor emitting end uses such as coffee roasting, composting, feed lots, refining, sewage treatment, or solid waste management and would not be considered an odor generator as identified in Table 7.

Summary

The proposed project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people from construction or operations. Therefore, approval of the proposed project would not result in any significant effects relating to other emissions (such as odors), and impacts would be less than significant.

Standard Conditions

SC AIR-1 SCAQMD Rule 403 requires the implementation of best available dust control measures during activities capable of generating fugitive dust. The proposed project must follow the standard SCAQMD rules and requirements with regard to fugitive dust control, which include, but are not limited to the following:

1. All active construction areas shall be watered two times daily.
2. Speed on unpaved roads shall be reduced to less than 15 miles per hour (mph).
3. Any visible dirt deposition on any public roadway shall be swept or washed at the site access points within 30 minutes.
4. Any on-site stockpiles of debris, dirt, or other dusty material shall be covered or watered twice daily.
5. All operations on any unpaved surface shall be suspended if winds exceed 15 mph.
6. Access points shall be washed or swept daily.
7. Construction sites shall be sandbagged for erosion control.
8. Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).

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9. Cover all trucks hauling dirt, sand, soil, or other loose materials, and maintain at least 2 feet of freeboard space in accordance with the requirements of California Vehicle Code (CVC) Section 23114.
10. Pave or gravel construction access roads at least 100 feet onto the site from the main road and use gravel aprons at truck exits.
11. Replace the ground cover of disturbed areas as quickly possible.

SC AIR-2 All interior and exterior architectural coatings used on-site during project construction must meet or exceed the VOC content limits established by SCAQMD Rule 1113.The project sponsor shall include in any construction contracts and/or subcontracts a requirement that all interior and exterior architectural coatings used in project construction meet the VOC content limits established by SCAQMD Rule 1113.

Mitigation Measures

MM AIR-1 **Use of Clean Construction Equipment to Minimize DPM**

All off-road equipment equal to or greater than 50 horsepower shall meet either United States Environmental Protection Agency (EPA) or California Air Resources Board (ARB) Tier 3 standards with Level 3 Verified Diesel Emission Control Strategy (VDEC) filters.22 The project applicant shall submit a construction management plan to the Costa Mesa's Planning Division, for review and approval prior to issuance of any grading and building permits. The construction management plan shall demonstrate that the off-road equipment used on-site to construct the proposed project would comply with these specified off-road emission standards. Off-road equipment descriptions and information included in the construction management plan may include but are not limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number.

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[22] Equipment meeting Tier 4 standards achieves the required reductions and specifications in MM AIR-1 without VDECs.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.4 Biological Resources *Would the project:*				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan?	☐	☐	☐	☒

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Environmental Evaluation

The analysis in this section is based, in part, on a field survey and desktop survey conducted by FirstCarbon Solution (FCS). Desktop survey results are included in Appendix B.

Setting

Methods

The biological resources evaluation included a review of existing environmental documentation for the project site and vicinity, including literature pertaining to the habitat requirements of special-status species with the potential to occur in the project vicinity; and federal register listings, protocols, and species data provided by the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW). FirstCarbon Solutions also reviewed topographic maps, aerial photographs and published soil surveys, and queried special-status species databases, including the USFWS Information for Planning and Consultation database,[23] the California Natural Diversity Database,[24] and the California Native Plant Society Electronic Inventory of Rare and Endangered Vascular Plants of California.[25]

The biological resources evaluation included a visit to the project site on September 26, 2024, to ascertain general site conditions and identify whether existing vegetation communities provide suitable habitat for special-status plant or wildlife species.

Results

An FCS Biologist conducted a general biological survey of the project site on September 26, 2024, between approximately 11:00 a.m. and 12:20 p.m. Weather conditions during the field surveys were sunny, with an average temperature around 69–72°F (degrees Fahrenheit) and wind speeds between 0 and 2 miles per hour (mph). The literature and database reviews were conducted on September 13, 2024.

Environmental Setting

The project site is developed and is surrounded by Bear Street to the west, I-405 to the north, and residential development to the east and south. The project site is mostly paved or covered by structures and is generally flat. Ornamental trees are located along the boundaries and adjacent to the site on all sides, including a hedgerow of Indian laurel fig (*Ficus nitida*) along the southern boundary and camphor (*Cinnamomum camphora*) and pine (*Pinus* spp.) trees to the west.

[23] United States Fish and Wildlife Service (USFWS). 2024. Information for Planning and Consultation (IPaC). Website: https://ecos.fws.gov/ipac/. Accessed November 12, 2024.

[24] California Department of Fish and Wildlife (CDFW). 2024. CNDDB RareFind 5 California Natural Diversity Database Query for Special-Status Species. Website: https://map.dfg.ca.gov/rarefind/view/RareFind.aspx. Accessed September 13, 2024.

[25] California Native Plant Society (CNPS). 2024. California Native Plant Society Rare and Endangered Plant Inventory. Website: http://www.rareplants.cnps.org/. Accessed November 12, 2024.

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Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?

Less than significant impact with mitigation incorporated. The project site is developed and is mostly paved or covered by structures and contains ornamental trees located along the site boundaries and near the buildings. There are no natural vegetation communities on-site and the site is completely surrounded by development and urbanization. According to the California Natural Diversity Database (CNDDB) and California Native Plant Society Electronic Inventory (CNPSEI) of Rare and Endangered Vascular Plants of California, 57 special-status plant species have been recorded within 10 miles of the project site or within the area encompassed by the *Newport Beach, California* USGS 7.5-minute Topographic Quadrangle Map and the eight surrounding quadrangles (Appendix B). The potential for occurrence of a species was based on presence of suitable habitat (natural vegetation communities, soil types) and the recency, proximity, and number of occurrences recorded in the CNPSEI and CNDDB. Based on the lack of suitable habitat due to the developed nature of the project site and its history of surface disturbances, as well as its situation in an urbanized area, all special-status plants that occur in the region were assessed as having no potential for occurrence on-site (Appendix B, Table 1). Thus, special-status plants are not expected to occur on the project site and are not discussed or analyzed further. The proposed project is not expected to impact special-status plant species.

Fifty-three special-status wildlife species have been recorded within 10 miles of the project site in the CNDDB for or as identified in the USFWS Information for Planning and Conservation (IPaC) database. Because of the urbanized/developed nature of the project site and vicinity, all special-status wildlife species identified in the database reviews were determined to have no or low potential for occurrence on the project site. However, the project site contains trees and vegetation that could provide suitable nesting habitat for Cooper's hawk, a California Species of Special Concern. With the implementation of MM BIO-1a and MM BIO-1b, which requires a pre-construction survey and avoidance of active nests, potential impacts to nesting Cooper's hawks would be reduced to a less than significant level.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?

No impact. No riparian or other sensitive natural communities were recorded on or adjacent to the project site; therefore, the proposed project would have no impact on any riparian habitat or other sensitive natural community.

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c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No impact. There were no waters or wetland features detected on the project site that would be considered potentially jurisdictional by the United States Army Corps of Engineers (USACE), nor any features that would be considered potentially jurisdictional by State regulatory agencies including the RWQCB and CDFW. Additionally, the project site does not contain vernal pools or features indicative of the historic presence of vernal pools. According to the National Resources Conservation Service (NRCS) Web Soil Survey (WSS) (2024),[26] one soil type is mapped on the project site, Omni clay. These soils are not known to support vernal pools. Therefore, implementation of the proposed project would not result in impacts to State or federally protected wetlands, including vernal pools. No impacts would occur.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?

Less than significant impact with mitigation incorporated. The project site is developed and is surrounded by urbanized areas, roads, and highways on all sides that limit wildlife movement through the project site. The project site itself does not serve as a wildlife movement corridor.

The project site contains vegetation that could provide suitable nesting habitat for bird species protected under the Migratory Bird Treaty Act (MBTA) and the Fish and Game Code. These species include Cooper's hawk and other native avian species. If ground-disturbing or vegetation-removing construction activities are initiated during the nesting season, they could disturb nesting and breeding birds on the ground surface, in trees and shrubs, and on structures on and adjacent to the project site, which would be considered significant. Potential construction-related project impacts on special-status and migratory birds include destruction of eggs or occupied nests, mortality of young, and causing parental abandonment of nests with eggs or pre-fledged young birds. With the implementation of MM BIO-1a and MM BIO-1b, potential project impacts to nesting Cooper's hawks and other native and migratory birds would be reduced to a less than significant level.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less than significant impact. City of Costa Mesa Municipal Code Chapter 15-V provides for the preservation of landmark trees, defined as a tree or stand of trees which is of historical significance, is of a rare species and is unusual because of size, color, and blossoms, has unique characteristics of form or shape that contribute to the community skyline, or are intended to become of future visual, cultural and/or historical significance. There are no trees on-site that meet the definition of a landmark

[26] Natural Resources Conservation Service (NRCS). 2024. Web Soil Survey (WSS). United States Department of Agriculture (USDA). Website: https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx. Accessed November 12, 2024.

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tree. Additionally, this chapter states that no person shall begin any construction or excavation without first providing sufficient protection for trees on public property, such as a fence, guard or frame within a five foot minimum distance of the tree trunk. The proposed project will be required to comply with this ordinance if there are any trees on public property that would be impacted.

The City's Municipal Code Chapter 13-VII states that trees shall not be destroyed or removed by the property owner without prior City approval. As part of complying with this ordinance, the applicant shall submit site plans to the Planning Division that identify existing and replacement trees with a written request and justification for their removal. Therefore, the proposed project would not conflict with any local policies or ordinances protecting biological resources. Impacts would be less than significant.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan?

No impact. The project site is located within the boundaries of the County of Orange Natural Communities Conservation Plan/Habitat Conservation Plan (CONCCP/HCP), a Habitat Conservation Plan and Natural Community Conservation Plan authorized by the CDFW through the Natural Community Conservation Plan (NCCP) Act (California Fish and Game Code Section 2800) and Sections 2081 and 2084 of CESA, and by the USFWS through Sections 7 and 10 of the Endangered Species Act.

The project site does not contain Covered Habitats or suitable habitat for Identified Species covered under the CONCCP/HCP and does not have any conservation requirements under the plan. Therefore, the proposed project would not conflict with a Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan. No impact would occur.

Mitigation Measures

MM BIO-1a Nesting Bird Pre-construction Surveys

If ground-disturbing or vegetation-removing construction activities or tree removal is proposed during the breeding/nesting season for migratory birds (typically February 1 through September 15), a qualified Biologist shall conduct pre-construction surveys for special-status birds and other migratory birds within the construction area, including a 300-foot survey buffer, no more than 3 days prior to the start of ground-disturbing activities in the construction area.

MM BIO-1b Avoidance of Active Avian Nests

If an active nest is located during pre-construction surveys or at any point during the construction phase of the proposed project, a qualified Biologist shall establish a buffer around the nest using flagging tape or other barrier. The buffer shall be

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established a minimum radius of 300 feet around an active raptor nest and a 50-foot radius around an active migratory bird nest. Furthermore, construction activities and personnel shall be restricted from entering the buffer area to avoid disturbance of the nest until it is abandoned, or a qualified Biologist deems disturbance potential to be minimal. Additional restrictions may include alteration of the construction schedule to avoid the active nesting season.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.5 Cultural Resources and Tribal Cultural Resources *Would the project:*				
a) Cause a substantial adverse change in the significance of a historical resource as pursuant to Section 15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐
Would the project cause a substantial adverse change in the significance of a Tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:				
d) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☒	☐	☐
e) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.	☐	☐	☐	☐

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Environmental Evaluation

Setting

This section describes the existing cultural resources setting and potential effects from the proposed project implementation on the project site and its surrounding area. Descriptions and analysis in this section are based on information provided by the California Native American Heritage Commission (NAHC), South Central Coastal Information Center (SCCIC), National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), California Historic Landmarks list, California Points of Historical Interest list, California Built Environment Resource Directory (BERD), the California Historical Resources Inventory, and a Historic Built Environment Assessment report prepared by South Environmental. Non-confidential records search results, NAHC correspondence, and the Historic Built Environment Assessment report are included in Appendix C.

South Central Coastal Information Center

A records search and literature review were conducted on October 2, 2024, at the SCCIC, located at California State University, Fullerton, for the project site and a 0.50-mile radius surrounding it. The purpose of this review was to access existing cultural resource survey reports, archaeological site records, historic aerial photographs, and historic maps to evaluate whether any previously documented pre-contact or historic archaeological sites, architectural resources, cultural landscapes, or other resources exist within or near the project site.

The results from the SCCIC indicate that there are no recorded archaeological or historic resources located within the project site. There are 13 recorded historic built environment resources located within the 0.5-mile radius of the proposed project boundaries. In addition, there are 13 area-specific survey reports on file with the SCCIC for the 0.5-mile search radius, one of which (OR-04172) addresses the project site entirely, indicating that the project site has been previously surveyed for archaeological or historical resources. A records search map identifying the proposed project boundaries and a 0.5-mile search radius along with relevant non-confidential records search results are included in Appendix C.

Native American Heritage Commission

On September 24, 2024, FCS contacted the NAHC to determine whether any sacred sites were located within the site or proposed project vicinity. A response was received on October 9, 2024, indicating that the Sacred Lands File search was positive for the presence of Native American cultural resources within the project site. The NAHC included a list of 20 Tribal representatives available for consultation. To ensure that all Native American knowledge and concerns over potential Tribal Cultural Resources (TCRs) that may be affected by the implementation of the proposed project are addressed, a letter containing proposed project information was sent to each Tribal representative on November 8, 2024. Three responses were received on November 12, 2024. A response from the Santa Rosa Band of Cahuilla Indians deferred comments to Soboba Band of Luiseno Indians cultural resource department. Another response was received from the Gabrieleño Band of Mission Indians-Kizh Nation requesting Lead Agency contact information. The final response was received from the

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Cahuilla Band of Indians stating that the Tribe is unaware of any cultural resources at/or near the project area. The Tribe deferred to the Kizh Nation for further information regarding the proposed project. No additional responses have been received to date. NAHC correspondence can be found in Appendix C.

Pedestrian Survey and Buried Site Potential

On October 30, 2024, an FCS Archaeologist conducted a pedestrian survey for unrecorded cultural resources within the project site. At the center of the property is a 3-story commercial property (The Palazzo), a courtyard that extends to the south of the building and a detached maintenance building. The property is surrounded by landscape features and is bordered by parking lots on the southern, western and eastern perimeters, with auto access road to the north. Overview shots of the project area were taken from the northeast, northwest, southeast and southwest corners, which showcase the property, the courtyard, and the surrounding landscape and hardscape features. Visibility of the exposed soil was non-existent since the entirety of the project site is landscaped and/or hardscaped; thus, inspection of the soil for cultural resources was not possible. Survey conditions were documented using digital photographs and field notes. No pre-contact or historic resources were found over the course of the pedestrian survey.

In addition to the pedestrian survey, the potential for unidentified cultural resources in the project vicinity was reviewed against geologic and topographic geographic information system data for the general area and information from other nearby projects. The proposed project was evaluated against a set of criteria originally identified by a geoarchaeological overview of the Central Valley that was prepared for the California Department of Transportation (Caltrans) Districts 6 and 9.[27] This study mapped the “archaeological sensitivity,” or potential to support the presence of buried prehistoric archaeological deposits throughout the Bay Area based on geology and environmental parameters, including distance to water and landform slope. The methodology used in the study is applicable to other parts of California and generally concluded that sites consisting of flat, Holocene-era deposits in close proximity to water resources had a moderate to high probability of containing subsurface archaeological deposits when compared to earlier Pleistocene deposits situated on slopes or further away from drainages, lakes, and rivers.

The project site is situated on flat terrain. According to the geological map of Jennings et al.,[28] the surface of the project site consists entirely of early Holocene alluvium lake, playa, and terrace deposits (Q). Applying the criteria set forth above, all Holocene-era deposits have the potential to contain archaeological deposits, which increases with the ease of the slope and proximity to water resources. Although the NAHC TCR search yielded a positive result, the project site is situated 2.80 miles east of the Santa Ana River and the SCCIC records search results did not yield any known

[27] Meyer, J., D. Craig Young, and Jeffrey S. Rosenthal. 2010. Volume I: A Geoarchaeological Overview and Assessment of Caltrans District 6 and 9, Cultural Resources Inventory of Caltrans District 6/9 Rural Conventional Highways. Submitted to Central California Department of Transportation, District 6.

[28] Jennings, C.W., C. Guitierrez, W. Bryant, G. Saucedo and C. Willis. 2010. Geologic Map of California. California Geologic Society.

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archaeological resources recorded within the project boundaries, would suggest a low potential for unanticipated buried cultural resources to be impacted by project construction.

Historic Built Environment Assessment

On October 3, 2024, South Environmental Architectural Historian Marlena Krcelich, BA, and Principal Architectural Historian Sarah Corder, MFA, prepared a Historic Built Environment Assessment (HBEA) report of the project site, which consist of one main building that serves as offices and one maintenance building that was constructed in 1978. South Environmental determined, through archival research and literature review of the BERD, Costa Mesa Historical Society, City of Costa Mesa City Clerk, historical newspapers, Sanborn fire insurance maps, and historical aerial photographs, that the buildings have not been formally assessed for historical significance. An intensive built environment survey was completed to document the exterior of the existing buildings and structures with notes and photographs.

In compliance with CEQA Guidelines § 15064.5 for historical resources, the property was recorded and evaluated for historical significance on the appropriate set of State of California Department of Parks and Recreation (DPR) Series 523 Forms in consideration of CRHR and City designation criteria and integrity requirements. The buildings were found not eligible under all State and local designation criteria due to a lack of significant historical associations and architectural merit. Thus, no historical resources were identified within the project site as a result of this study. The HBEA and DPR Forms can be found in Appendix C.

Cultural Resources

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as pursuant to Section 15064.5?

Less than significant impact. The record search conducted at the SCCIC for the proposed project determined that 13 historic built environment resources are recorded within the 0.5-mile search radius of the project boundary, none of which are within the project site. Additionally, an HBEA for the project site was conducted by South Environmental on October 3, 2024, which evaluated the buildings within the subject property for historical significance and integrity. The HBEA determined that the buildings are not eligible under all State and local designation criteria due to a lack of significant historical associations and architectural merit. No additional historic built environment resources were encountered during the pedestrian field survey. Therefore, the proposed project would not have an adverse impact on historic built environment resources and no mitigation measures are required. Impacts to historical resources would be less than significant.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less than significant with mitigation incorporated. Results from the SCCIC indicate that no pre-contact or historic archaeological resources are recorded within the project site. However, there are

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13 historic built environment resources recorded within the 0.5-mile radius search radius. No archaeological resources were observed over the course of the pedestrian field survey; however, soil visibility was non-existent due to the entirety of the project site being landscaped and/or hardscaped.

As described above, the project site is situated on flat terrain and consists entirely of early Holocene alluvium lake, playa, and terrace deposits. The soil composition, proximity to the Santa Ana River, SCCIC record search results, and the disturbed condition of the site indicates that the potential impact to unidentified archaeological resource is considered low. However, it is possible that earthmoving activities associated with project construction could encounter previously undiscovered archaeological resources. Archaeological resources can include but are not limited to stone, bone, wood, or shell artifacts or features, including hearths and structural elements. Damage or destruction of these resources would be a potentially significant impact. Implementation of MM CUL-1 and MM CUL-2 would ensure that this potential impact is reduced to a less than significant level.

c) Disturb any human remains, including those interred outside of formal cemeteries?

Less than significant with mitigation incorporated. While no formal cemeteries or areas containing human remains are known to be within the project vicinity, the potential for the disturbance of any human remains is considered low. However, there is always the possibility that subsurface construction activities associated with the proposed project, such as grading or trenching, could potentially damage or destroy previously undiscovered human remains. In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and 5097.98 must be followed. MM CUL-3 further specifies the procedures to follow in the event human remains are uncovered. Along with compliance with these guidelines and statutes, implementation of this mitigation would reduce potential impacts related to human remains to a less than significant level.

Tribal Cultural Resources

Would the project cause a substantial adverse change in the significance of a Tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:

d) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or

Less than significant with mitigation incorporated. A review of the CRHR, local registers of historic resources, and a records search conducted at the SCCIC failed to identify any listed TCRs that may be adversely affected by the proposed project. The NAHC Sacred Lands File search results were positive for the presence of TCRs within the project area, and Tribal outreach to obtain additional information pertaining to TCRs within the project produced negative results. Should any undiscovered TCRs be encountered during project construction, implementation of MM CUL-1, MM CUL-2, and MM CUL-3 would reduce potential impacts to a less than significant level.

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e) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.

TBD. Tribal consultation efforts conducted by the City of Costa Mesa pursuant to AB52 to identify additional significant TCRs meeting the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 have yet to be determined.

Mitigation Measures

MM CUL-1 Prior to the initiation of construction activities, all construction personnel conducting ground disturbance at the site shall be provided a Worker Environmental Awareness Program (WEAP) cultural resources "tailgate" training. The training shall include visual aids, a discussion of applicable laws and statutes relating to archaeological resources, types of resources that may be found within the proposed project site, and procedures to be followed in the event such resources are encountered. The training shall be conducted by an Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology. A qualified Archaeological Monitor, reporting to an Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards, be present to conduct "spot-checks" monitoring during the clearing, grubbing, trenching, and grading phases of project-related ground disturbance to check for the inadvertent discovery of cultural resources or human remains. Over the course of the proposed project, should the Archaeologist determine that the probability of inadvertent discovery is low, they may make a recommendation to the Lead Agency that monitoring may cease altogether.

MM CUL-2 In the event that buried cultural resources are discovered during construction, operations shall stop within a 100-foot radius of the find and a qualified Archaeologist shall be consulted to determine whether the resource requires further study. The qualified Archaeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Potentially significant cultural resources consist of but are not limited to stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate California Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA Guidelines.

If the resources are determined to be unique historic resources as defined under Section 15064.5 of the CEQA Guidelines, mitigation measures shall be identified by the monitor and recommended to the Lead Agency. Appropriate mitigation measures

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for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds.

No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

MM CUL-3 If during the course of project construction, there is accidental discovery or recognition of any human remains, the following steps shall be taken:

1. There shall be no further excavation or disturbance of the site where human remains are discovered and/or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine whether the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resources Code Section 5097.98, or
2. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project site in a location not subject to further subsurface disturbance:
    - The NAHC is unable to identify an MLD, or the MLD failed to make a recommendation within 48 hours after being notified by the commission.
    - The MLD identified fails to make a recommendation.
    - The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.6 Energy *Would the project:*				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Environmental Evaluation

Setting

Energy use, especially through fossil fuel consumption and combustion, relates directly to environmental quality since it can adversely affect air quality and generate GHG emissions that contribute to climate change. Electrical power is generated through a variety of sources, including fossil fuel combustion, hydropower, wind, solar, biofuels, and others. Natural gas is widely used to heat buildings, prepare food in restaurants and residences, and fuel vehicles, among other uses. Fuel use for transportation is related to the fuel efficiency of cars, trucks, and public transportation; choice of different travel modes such as auto, carpool, and public transit; and miles traveled by these modes, and generally based on petroleum-based fuels such as diesel and gasoline. Electric vehicles (EVs) may not have any direct emissions but do have indirect emissions via the source of electricity generated to power the vehicle. Construction and routine operation and maintenance of transportation infrastructure also consume energy. Southern California Edison (SCE) provides electricity and natural gas services within the City of Costa Mesa. SCE provides electricity and natural gas as customers request their services.

The proposed project may have an impact on the environment if it would:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than significant impact. A discussion of the proposed project's anticipated energy usage is presented below. Energy use consumed by the proposed project was estimated and includes natural

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gas, electricity, and fuel consumption for project construction and operation. Energy calculations are included as part of Appendix A.

Short-term Construction Impacts

For the purpose of this analysis, construction of the proposed project was estimated to begin in December 2025 and conclude in September 2028 and was modeled based on based on an applicant-provided preliminary schedule; see Appendix A. If the construction schedule moves to later years, construction emissions would likely decrease because of improvements in technology and more stringent regulatory requirements as older, less efficient equipment is replaced by newer and cleaner equipment. The proposed project would require demolition, site preparation, grading, utility installation, building construction, architectural coating, and paving. The construction phase would require energy for the manufacture and transportation of building materials, preparation of the site (e.g., site clearing, and grading), and the actual construction of the buildings. Petroleum-based fuels such as diesel fuel and gasoline would be the primary sources of energy for these tasks.

The types of on-site equipment used during construction of the proposed project could include gasoline- and diesel-powered construction and transportation equipment, including trucks, front-end loaders, forklifts, and cranes. On-site, off-road construction equipment is estimated to consume a total of approximately 42,842 gallons of diesel fuel over the entire construction duration (Appendix A).

Fuel use associated with construction vehicle trips generated by the proposed project was also estimated; trips include construction worker trips, haul truck trips for material transport, and vendor trips for construction material deliveries. Fuel use from these vehicles traveling to and from the project site was based on (1) the projected number of trips the proposed project would generate during construction, (2) average trip distances by trip type, and (3) fuel efficiencies estimated in the ARB Emissions Factors (EMFAC) model mobile source emission model. In total, the proposed project is estimated to generate approximately 1,765,502 VMT and a combined 96,720 gallons of combined gasoline and diesel for vehicle travel during construction.

Other equipment could include construction lighting, field services (office trailers), and electrically driven equipment such as pumps and other tools. Section 13-279 of the Costa Mesa Municipal Code restricts construction activities to between the hours of 7:00 a.m. and 7:00 p.m.[29] As on-site construction activities would be restricted to these hours, it is anticipated that the use of construction lighting would be minimal.

The overall construction processes are already designed to be efficient in order to avoid excess monetary costs. For example, equipment and fuel are not typically used wastefully due to the added expense associated with renting the equipment, maintaining it, and fueling it. Therefore, the opportunities for future efficiency gains during construction are limited. Therefore, it is anticipated that the construction phase of the proposed project would not result in wasteful, inefficient, and

[29] City of Costa Mesa. 2024. Municipal Code, Chapter XIII Noise Control. Website: https://ecode360.com/42619140?highlight=construction,construction%20hours,hours&searchId=8627775032158158. Accessed October 2, 2024.

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unnecessary consumption of energy. Construction-related energy impacts would be less than significant.

Long-term Operational Impacts

The proposed project would consume energy as part of building operations and transportation activities. Operation of the proposed project would consume an estimated 646,733 kilowatt hours (kWh) of electricity. Energy consumption values were estimated without taking any reductions for the existing land uses or reductions from on-site renewable energy. The proposed project would include demolition of the 65,652-square-foot former Trinity Broadcasting Network (TBN) building, the demolition an existing 1,000-square-foot maintenance building, and removal of outside lighting. Thus, the proposed project's incremental increase in electricity consumption would be estimated lower than 646,733 kWh because the existing land use currently consumes electricity. In addition, 646,733 kWh represents the amount of electricity that would be used by the proposed project on an annual basis and not the amount that would need to be sourced from the energy grid. The proposed residential buildings would be built all-electric, and the proposed project would install solar photovoltaic (PV) systems that would generate renewable energy to offset the building's energy consumption. The proposed project's buildings (including townhomes) would be designed and constructed in accordance with the City's latest adopted energy efficiency standards, which are based on the State's Building Energy Efficiency Standards. The Title 24 Building Energy Efficiency Standards, specifically the 2022 update, set forth comprehensive requirements for energy efficiency in residential buildings, including townhomes. These standards are designed to ensure that buildings meet specific energy performance criteria to reduce energy consumption and GHG emissions. The Title 24 standards include requirements related to the building envelope, mechanical systems (such as requiring high-efficiency heating, ventilation, and air conditioning [HVAC] and water heating systems), indoor and outdoor lighting, and renewable energy. The Title 24 standards are widely regarded as the most advanced Building Energy Efficiency Standards and the proposed project's compliance with these standards would ensure that building energy consumption would not be wasteful, inefficient, or unnecessary.

Consistent with the project-specific trip generation rates presented in the Trip Generation Memorandum, the proposed project was estimated to generate approximately 997 daily vehicle trips for the 142-unit project.[30] Project-related vehicle trips would consume an estimated 100,010 gallons of gasoline and diesel annually and would involve activities and travel routes typical of a residential project. In addition, energy consumption values, including fuel consumption values, were estimated without taking any reductions for the existing land uses. Specifically, the existing site generates 530 daily trips that were not subtracted out when considering the proposed project's estimated consumption of fuel. Thus, the proposed project's net increase in fuel consumption would be lower than the annual estimate of 100,010 gallons of gasoline and diesel.

As detailed in Section 2.17–Transportation, development of the proposed project would result in a less than significant impact on VMT. Furthermore, the 2022 Title 24 standards applicable to the

[30] Urban Crossroads. August 8. 3150 Bear Street Due Diligence Trip Generation Assessment. 2024.

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proposed project also include provisions for EV charging infrastructure in townhomes with private garages. This requirement would encourage the use of EVs by future residents. Because the proposed project's operations would involve activities and travel routes typical of a residential project, coupled with the finding that the proposed project would have a less than significant impact in regard to VMT, transportation fuel consumption would not be wasteful, inefficient, or unnecessary. Impacts would be less than significant.

b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?

Less than significant impact. The proposed project would be evaluated with existing State energy standards and with energy conservation policies included in the General Plan.

The proposed project would be served with electricity provided by SCE. In 2022, SCE obtained 33.2 percent of its electricity from renewable energy sources. SCE also offers a Green Rate 50 percent option that sources 66.7 percent of its power mix from eligible renewable energy sources and a Green Rate 100 percent option that sources 100 percent of its power mix from eligible renewable energy sources.[31] It is expected that SCE would be required to meet the future objective of 60 percent of electricity from renewable energy sources by 2030. Additionally, the proposed project is planned to be an all-electric design and would therefore utilize more renewable energy sources during project operation compared to existing development.

The proposed residential project would be designed in accordance with Title 24, California's Energy Efficiency Standards for residential buildings. These standards include minimum energy efficiency requirements related to building envelope, mechanical systems (e.g., HVAC and water heating systems), and indoor and outdoor lighting. CALGreen require all new garages for the proposed homes to install electrical panels of adequate size to support the installation of electric vehicle charging systems. Therefore, it is anticipated the proposed project would be designed and built to minimize transportation energy through the promotion of the use of electric-powered vehicles and it is anticipated that existing and planned capacity and supplies of transportation fuels would be sufficient to support the proposed project's demand. The proposed project would install solar photovoltaic (PV) systems in compliance with Title 24, Part 6, California's Energy Code.

The City of Costa Mesa 2015–2035 General Plan Conservation Element contains the following policies related to energy conservation.

Energy Efficiency and Conservation

Policy CON-2.A.1 Promote efficient use of energy and conservation of available resources in the design, construction, maintenance, and operation of public and private facilities, infrastructure, and equipment.

[31] Southern California Edison (SCE). 2022 Power Content Label. Website: https://www.sce.com/sites/default/files/custom-files/PDF_Files/SCE_2022_Power_Content_Label_B%26W.pdf. Accessed December 2, 2024.

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Policy CON-2.A.2 Consult with regional agencies and utility companies to pursue energy efficiency goals. Expand renewable energy strategies to reach zero-net-energy for both residential and commercial new construction.

Policy CON-2.A.3 Continue to develop partnerships with participating jurisdictions to promote energy efficiency, energy conservation, and renewable energy resource development by leveraging the abilities of local governments to strengthen and reinforce the capacity of energy efficiency efforts.

Policy CON-2.A.4 Encourage new development to take advantage of Costa Mesa's optimal climate in the warming and cooling of buildings, including use of heating, ventilation and air conditioning (HVAC) systems.

Green Building Sustainable Development Practices

Policy CON-2.A.5 Promote environmentally sustainable development principles for buildings, master planned communities, neighborhoods, and infrastructure.

Policy CON-2.A.6 Encourage construction and building development practices that reduce resource expenditures throughout the lifecycle of a structure.

Policy CON-2.A.7 Continue to require all City facilities and services to incorporate energy and resource conservation standards and practices and require that new municipal facilities be built within the LEED® Gold standards or equivalent.

Policy CON-2.A.8 Continue City green initiatives in purchases of equipment, and agreements that favor sustainable products and practices.

Solid Waste Reduction and Recycling

Policy CON-2.A.9 Encourage waste management programs that promote waste reduction and recycling to minimize materials sent to landfills. Maintain robust programs encourage residents and businesses to reduce, reuse, recycle, and compost.

Policy CON-2.A.10 Support waste management practices that provide recycling programs. Promote organic recycling, landfill diversion, zero-waste goals, proper hazardous waste collections, composting, and the continuance of recycling centers.

Policy CON-2.A.11 Continue construction and demolition programs that require recycling and minimize waste in haul trips.

While several of these policies are requirements at City level or voluntary, compliance with Title 24 standards and other applicable regulations would ensure that the proposed project would not conflict with any of the energy conservation policies related to the proposed project's building, mechanical systems, and indoor and outdoor lighting.

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The proposed project would comply with existing State energy standards and with energy conservation policies contained in the General Plan. As such, the proposed project would not conflict with State or local renewable or energy efficiency objectives. Potential impacts would be less than significant.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.7 Geology and Soils *Would the project:*				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☒	☐	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☒	☐	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☒	☐	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Environmental Evaluation

The analysis in this section is based, in part, on the project-specific Supplemental Geotechnical Subsurface Exploration and Due Diligence Study (Geotechnical Exploration), prepared by SA Geotechnical, Inc. (SA GEO), dated February 14, 2024, included in Appendix D.

Setting

Geology

Geologic mapping indicates that the project site is mapped within Holocene- to late Pleistocene-age young alluvial fan deposits. These deposits are described as unconsolidated to moderately consolidated silt, sand, pebbly cobbly sand, and boulders in alluvial fan deposits.[32,33]

In general, Holocene-age sedimentary deposits have a low potential to contain significant paleontological resources at the surface, and the potential increases the potential increases with increased depth into the subsurface; the deeper layers of these deposits have a high potential to contain significant paleontological resources. In general, Pleistocene-age sedimentary deposits have a high potential to contain significant paleontological resources.

Paleontological Resources

Paleontological resources are the fossilized remains of plants and animals, including vertebrates (animals with backbones; fish, amphibians, reptiles, birds, mammals, etc.), invertebrates (animals without backbones; starfish, clams, coral, etc.), microscopic plants and animals (microfossils), and trace fossils/ichnofossils (i.e., footprints, burrows, etc.). They are valuable, nonrenewable, scientific resources used to document the existence of extinct life forms and to reconstruct the environments in which they lived. Fossils can be used to determine the relative ages of the depositional layers in which they occur and of the geologic events that created those deposits. The age, abundance, and distribution of fossils depend on the geologic formation in which they occur and the topography of the

[32] Morton, D.M., and F.K. Miller. 2006. Geologic Map of the San Bernardino and Santa Ana 30' x 60' Quadrangles, California. Open-File Report OF-2006-1217. United States Geological Survey. Map. Scale 1:100,000.

[33] Ibid.

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area in which they are exposed. Most fossils are not large. Pleistocene fossils of small fish, amphibians, reptiles, birds, and mammals are usually found by screening sediment samples.

The entire project site has surface deposits composed of younger Quaternary Alluvium, derived broadly as alluvial fan deposits from the Santa Ana Mountains to the east via the Santa Ana River that currently flows just to the west. These deposits typically do not contain significant vertebrate fossils in the uppermost layers, but they are usually underlain by older Quaternary deposits that frequently do contain significant vertebrate fossils. The closest vertebrate fossil locality from these deposits is LACM 4219, south-southwest of the project site, in a roadcut for the Newport Freeway near Santa Isabel Avenue, which produced fossil sea turtle, Cheloniidae, and camel, Camelidae, bones in coarse, poorly sorted friable sands about 30 feet below the grade of Newport Boulevard. The University of California Museum of Paleontology (UCMP) at UC Berkeley also has a locality there (V-93124). It produced fossils of 41 species of marine fish, as well as pond turtle, four bird species, rabbit, sea otter, two kinds of sea lion, horse, camel, and bison.[34] Further to the southwest of the site, near the intersection of 19th Street and Anaheim Avenue, locality LACM 3267 produced a fossil specimen of undetermined elephant, Proboscidea. West-southwest of the site, along Adams Avenue near the top of the mesa bluffs east of the Santa Ana River, locality LACM 1339, produced fossil specimens of mammoth, *Mammuthus*, and camel, Camelidae, bones in sand approximately 15 feet below the top of the mesa that is overlain by shell bearing silts and sands. A very important site dug for a water reservoir 2.4 miles south of the project site produced rare records of Pleistocene plants including *Cupressus macrocarpa, Pinus radiata, Pinus muricata, Pinus remorata*, and *Quercus macdonaldii*.[35] There are also a large number of localities from the marine and terrestrial late Pleistocene terrace deposits on the east side of Upper Newport Bay about 3.25 miles south-southeast of the project site. Those localities have produced an extensive composite fauna.

Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less than significant impact. The project site is in Southern California, which is a seismically active area. The type and magnitude of seismic hazards affecting the project site are dependent on the distance to the causative fault and the intensity and magnitude of the seismic event. The seismic

[34] Long, D. J. 1993. Preliminary list of the marine fishes and other vertebrate remains from the late Pleistocene Palos Verdes Sand Formation at Costa Mesa, Orange County. Paleobios 15:9-13.

[35] Axelrod, D. I., and F. Govean. 1996. An Early Pleistocene Closed-Cone Pine Forest at Costa Mesa, Southern California. International Journal of Plant Sciences. 157:323-329.

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hazards may be primary, such as surface rupture and/or ground shaking, or secondary, such as liquefaction and/or ground lurching.

The project site is not within a fault rupture hazard zone as defined by the Alquist-Priolo Special Studies Act. In addition, State maps indicate that there are no active faults at the site and no geologic maps exhibit active faults crossing the project site. The nearest known active fault is the Newport-Inglewood Fault Zone, which is located over 5 miles southwest of the site.[36] As such, impacts related to rupture of a known earthquake fault would be less than significant.

ii) Strong seismic ground shaking?

Less than significant impact with mitigation incorporated. The City, along with all of Southern California, are subject to strong ground shaking. Seismic activity can be either Primary (directly related to energy release of the earthquake) or Secondary (related to the effect of earthquake energy on the physical world).

The City and project site have the primary risk of strong ground shaking, but very low risk of ground rupture, as described above.[37] The City requires that all construction meet the latest standards of the CBC for construction which considers proximity to potential seismic sources and the maximum anticipated ground shaking possible. The Geotechnical Exploration for the proposed project includes recommendations for final design parameters for the proposed site, which are referenced under MM GEO-1. The seismic design parameters are developed in accordance with ASCE 7-16 and 2022 CBC. Compliance with these building safety design standards under MM GEO-1 would ensure impacts associated with ground shaking effects are less than significant. Therefore, the proposed project would not directly or indirectly cause potential substantial adverse impacts associated with strong seismic ground shaking. Impacts would be less than significant with mitigation incorporated.

iii) Seismic-related ground failure, including liquefaction?

Less than significant impact with mitigation incorporated. Liquefaction is the loss of soil strength or stiffness due to a buildup of pore-water pressure during a seismic event and is associated primarily with relatively loose, saturated fine- to medium grained unconsolidated soils. Seismic ground shaking of relatively loose, granular soils that are saturated or submerged can cause the soils to liquefy and temporarily behave as a dense fluid. According to the California Geological Survey, Seismic Hazard Zone Map and the Geotechnical Report, the project site is located in an area with the potential for liquefaction.[38] Thus, in the event of a large earthquake with a high acceleration of seismic shaking, the potential for liquefaction exists. Given this potential, if liquefiable soils are not taken into consideration in the design of proposed structure and during construction site preparation activities,

[36] California Department of Conservation. 2024. Earthquake Zones of Required Investigation. Website: https://maps.conservation.ca.gov/cgs/EQZApp/app/. Accessed November 18, 2024.

[37] SA Geotechnical, Inc. (SA GEO) 2024 Supplemental Geotechnical Subsurface Exploration and Due Diligence Study for the Proposed Residential Development, 3150 Bear Street, City of Costa Mesa, California. February 14.

[38] California Department of Conservation. Earthquake Zones of Required Investigation. Website: https://maps.conservation.ca.gov/cgs/EQZApp/app/. Accessed November 18, 2024

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liquefiable soils could have the potential to impact the structural components of the proposed project. As such, the proposed project would be required to implement MM GEO-1, which would require implementation of the recommendations of the Geotechnical Exploration, such as specific foundation design features, to further support proposed structures in the event of liquefaction. With the implementation of MM GEO-1, impacts due to seismic-related ground failure, including liquefaction would be less than significant with mitigation incorporated.

iv) Landslides?

No impact. Landslides can occur if ground shaking and/or heavy rainfall disturb areas of steep slopes consisting of unstable soils. Generally, these types of failures consist of rock falls, landslides, and debris flows. Areas having the potential for earthquake-induced landslides generally occur in areas of previous landslide movement, or where topographic, geological, geotechnical, and subsurface water conditions indicate a potential for permanent ground displacements.

The project site is surrounded by existing development on all sides and is not within a landslide zone according to the California Department of Conservation and as stated above, is not near any sloping or free facing ground.[39] Therefore, the proposed project would not result in impacts related to landslides.

b) Result in substantial soil erosion or the loss of topsoil?

Less than significant impact with mitigation incorporated. The Geotechnical Exploration indicates that the project site is underlain by thick Quaternary-age native alluvium that generally consists of interlayered clays, silty/sandy clays, clayey sands, and silty sands. The Geotechnical Exploration also noted the presence of undocumented fill material and weathered/unsuitable alluvium in the upper 5 feet below existing grades and determined that this material would need to be removed and replaced as compacted fill. The proposed project would be required to implement the site-specific recommendations referenced in MM GEO-1, which include remedial grading consisting of removal of undocumented fill materials in their entirety as well as removal of any weathered/unsuitable alluvium.

During construction, the proposed project would be required to comply with erosion and siltation control measures outlined in Costa Mesa Municipal Code Chapter 5-1.4: Adoption of the Orange County Grading and Excavation Code. Costa Mesa Municipal Code Chapter 5-1.4 adopts Codified Ordinance of the County of Orange, including the Grading Manual, in its entirety. Adherence to the City's Municipal code would reduce to a minimum the hazards and damage to public and private property. Additionally, the proposed project would be subject to compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009DWQ, and all subsequent amendments) (Construction General Permit). The Construction General Permit requires development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) and monitoring plan, which

[39] California Department of Conservation. Earthquake Zones of Required Investigation. Website: https://maps.conservation.ca.gov/cgs/EQZApp/app/. Accessed November 18, 2024.

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must include erosion-control and sediment-control BMPs that would meet or exceed measures required by the Construction General Permit to control potential construction-related pollutants. Following compliance with the established regulatory framework including the Costa Mesa Municipal Code and Construction General Permit, and with implementation of MM GEO-1, potential impacts concerning soil erosion and loss of topsoil would be less than significant with mitigation incorporated.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than significant impact with mitigation incorporated. As described above, the project site is located in an area subject to seismically induced liquefaction. The proposed project would not be located near any sloping ground or free face, and due to the relatively flat grades of the site, the likelihood of lateral spreading and landslides is considered to be low.

Subsidence occurs when the withdrawal of groundwater, oil, or natural gas vertically displaces a large portion of land. Soils that are particularly subject to subsidence include those with high silt or clay content. The project site is underlain by thick Quaternary-age native alluvium that generally consists of interlayered clays, silty/sandy clays, clayey sands, and silty sands. The Geotechnical Exploration evaluated site conditions and recommended disposal of unsuitable soils and fill materials generally to a depth of 5 feet, recompaction, and placement of additional engineered fill where appropriate.

Earthwork would be required to meet compaction standards and import soils must be approved by a Geotechnical Consultant. Compliance with these recommendations would be required by implementation of MM GEO-1 and would reduce potential impacts to less than significant with mitigation incorporated.

Furthermore, the Costa Mesa Planning Division would review construction plans to verify compliance with standard engineering practices, the Municipal Code, the CBC, and the site-specific recommendations contained in the Geotechnical Exploration as referenced in MM GEO-1. Following compliance with standard engineering practices, the established regulatory framework, and MM GEO-1, the proposed project would not be located on a geologic unit or soil that would become unstable. Therefore, with implementation of MM GEO-1, impacts would be less than significant with mitigation incorporated.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than significant impact with mitigation incorporated. The Geotechnical Exploration anticipated that the expansion potential would range from "high" to "very high." As such, the proposed project would be required to implement MM GEO-1 which would require the proposed project to implement the recommendations in Geotechnical Exploration, such as site-specific design parameters for foundations and slab-on-grade and flatwork improvements to ensure that proposed buildings are not affected by expansion. With the implementation of MM GEO-1, impacts related to being located on expansive soils would be less than significant with mitigation incorporated.

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e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No impact. Sewers are available for disposal of the proposed project's wastewater. The proposed project would connect to the existing sanitary sewer system for wastewater disposal and would not include the use of septic tanks. Therefore, no impacts would occur, and no mitigation is required.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than significant with mitigation incorporated. Surface grading or very shallow excavations in the younger Quaternary Alluvium exposed throughout the proposed project area would not uncover significant vertebrate fossil remains. Deeper excavations that extend down into older Quaternary deposits (2+ feet in depth), however, may well encounter significant fossil vertebrate specimens. Any substantial excavations in the proposed project area in previously undisturbed surface deposits, therefore, shall be monitored closely to quickly and professionally recover any fossil remains discovered while not impeding development. Also, sediment samples in previously undisturbed surface deposits would be collected and processed to determine the small fossil potential in the proposed project area. Any fossils recovered during mitigation would be deposited in an accredited and permanent scientific institution for the benefit of current and future generations, as required by MM GEO-2. With adherence to the requirements of MM GEO-2 during construction, impacts would be less than significant.

Mitigation Measures

MM GEO-1 Prior to the issuance of a grading permit, the Owner/Developer shall implement the recommendations provided in Section 3, Conclusion and Preliminary Recommendations, in the Geotechnical Exploration prepared by SA Geotechnical, Inc. (SA GEO). The Exploration, included in Appendix F, is incorporated herein by reference as fully set forth in this mitigation measure.

MM GEO-2 Paleontological monitoring of excavations in previously undisturbed surface deposits by a qualified monitor shall be required. Sediment samples from deeper excavations, borings, trenching, or grading shall be wet screened if they cannot be dry screened. The concentrate from the screening activities shall be sorted with the aid of a 10x microscope. These mitigation efforts shall be consistent with the mitigation guidelines published by the Society of Vertebrate Paleontology (2010). In the event that earth-disturbing construction-related activities uncover any paleontological resources (i.e., bones or teeth) when a monitor is not present, those activities shall be diverted at least 15 feet away from the discovery until a qualified Paleontologist is brought on-site to assess the find for possible salvage. Construction workers shall not attempt to remove such finds. The Paleontologist shall document the discovery as needed and assess the significance of the find under the criteria set forth in CEQA Guidelines

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Section 15064.5. The Paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the applicant determines that avoidance is not feasible, the qualified Paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the Department of Conservation and Development, Community Development Division for review and approval prior to implementation. The applicant shall adhere to the recommendations in the approved plan. Any significant fossils, as determined by the qualified Paleontologist, recovered shall be documented in a final report and offered to an appropriate facility for curation.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.8 Greenhouse Gas Emissions *Would the project:*				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Environmental Evaluation

Setting

The project site is within the SoCAB, which is under the jurisdiction of the SCAQMD. The SCAQMD formed a working group to identify GHG emissions thresholds for land use projects that could be used by local lead agencies in the air basin in 2008. The working group developed several different options that are contained in the SCAQMD Draft Guidance Document-Interim CEQA GHG Significance Threshold (Interim GHG Thresholds) that could be applied by lead agencies. The working group has not provided additional guidance since the release of the interim guidance in 2008. In 2010, the SCAQMD Tier 3 threshold was expanded to include non-industrial projects, as explained in the minutes from the most recent working group meeting.[40] The SCAQMD Board has not approved the thresholds; however, the Guidance Document provides substantial evidence supporting the approaches to significance of GHG emissions that can be considered by the Lead Agency in adopting its own threshold.

In summary, the SCAQMD's draft threshold uses the Executive Order S-3-05 goal as the basis for the Tier 3 screening level. Achieving the Executive Order's objective would contribute to worldwide efforts to cap CO_2 concentrations at 450 parts per million (ppm), thus stabilizing global climate.

To determine whether the proposed project would have a significant impact with respect to the generation of GHG emissions, the appropriate tier for this project is Tier 3, which states that if GHG emissions are less than 3,000 metric tons (MT) carbon dioxide equivalent (CO_2e) per year, project-level and cumulative GHG emissions would be less than significant. However, this threshold was

[40] South Coast Air Quality Management District (SCAQMD). 2010. Greenhouse Gas CEQA Threshold Stakeholder Working Group Meeting No. 15. September 28.

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developed to meet the 2020 GHG emissions goals. To be consistent with State goals detailed in Senate Bill (SB) 32, Executive Order B-30-15, and Executive Order S-3-05 to reduce GHG emissions by 40 percent below 1990 levels by 2030, a scaled screening GHG threshold can be developed for an assumed opening year of 2027. Though the SCAQMD has not published a quantified threshold beyond 2020, a threshold of 2,160 MT CO_2e per year would be appropriate.[41] Therefore, this analysis utilizes 2,160 MT CO_2e per year for a quantitative threshold of significance for GHG emissions and ARB's 2022 Scoping Plan for consistency with an applicable GHG emissions reduction plan.

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than significant impact. Both construction and operational activities have the potential to generate GHG emissions. The following is a discussion of the proposed project's contribution to GHG emissions during both the construction and operation phases.

Project Greenhouse Gas Emissions

Construction Greenhouse Gas Emissions

The proposed project would generate GHG emissions during construction activities, resulting from emission sources such as construction equipment, haul trucks, and construction worker vehicles. Although these emissions would be temporary and short-term in nature, they could represent a substantial contribution of GHG emissions. Construction emissions were modeled using CalEEMod Version 2022.1. Table 8, below, shows the annual construction GHG emissions.

Table 8: Proposed Project Construction GHG Emissions

Construction Year	Total GHG Emissions (MT CO_2e per year)
Project Construction–2025	56
Project Construction–2026	416
Project Construction–2027	547
Project Construction–2028	276
Total Construction Emissions	**1,295**
Emissions Amortized Over 30 Years[1]	**43**

[41] The 2,160 MT CO_2e per year threshold for opening year of 2027 is calculated by reducing the 3,000 MT CO_2e per year threshold (developed to meet the 2020 GHG emissions goals) by 40 percent, then interpolating to obtain the scaled GHG emissions threshold for 2027. Based on a starting threshold of 3,000 MT CO_2e per year in 2020 and a threshold of 1,800 MT CO_2e per year in 2030, the 3,000 MT CO_2e per year threshold would be reduced by 120 MT CO_2e per year through 2030.

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Construction Year	Total GHG Emissions (MT CO_2e per year)
Notes: GHG = greenhouse gas MT CO_2e = metric tons carbon dioxide equivalent [1] Construction GHG emissions are amortized over the 30-year lifetime of the proposed project. Source: Appendix A.	

As shown above, the proposed project would generate approximately 1,295 MT CO_2e during construction. Over 30 years the construction GHG emissions would be amortized to approximately 43 MT CO_2e per year. Since SCAQMD has not established a construction GHG threshold, total construction emissions were amortized over 30 years and included in the emissions inventory to account for the short-term, one-time GHG emissions from the construction phase of the proposed project.

Operational Greenhouse Gas Emissions

Operational, or long-term, emissions are those emissions that occur over the life of the project. Project operations were modeled for the 2027 operational year. To present a conservative estimate of emissions, the baseline for the analysis was assumed to be zero. Because the proposed project would demolish and replace existing structures, the proposed project's incremental increase in GHG emissions would be lower than what was estimated and presented below. Sources for operational GHG emissions are summarized below:

- **Motor Vehicles:** These emissions refer to GHG emissions contained in the exhaust from the cars and other on-road vehicles that would travel to and from the project site. Based on the project-specific trip generation rates presented in the Trip Generation Memorandum, the proposed project was estimated to generate 997 daily vehicle trips for the 142-unit project.[42] The existing site generates 530 daily trips, with the proposed project resulting in a net increase of 467 daily trips; however, for the purposes of presenting a conservative estimate of emissions and a full accounting of ongoing operational GHG emissions, the analysis used the gross daily trips (997 daily trips).
- **Natural Gas:** These emissions refer to the GHG emissions that occur when natural gas is burned on the project site. The proposed project would be built all-electric and would, therefore, not result in any GHG emissions from natural gas use.
- **Indirect Electricity:** These emissions refer to those generated by off-site power plants to supply electricity required for the proposed project. The proposed project would install photovoltaic (PV) solar panels, consistent with Title 24, Part 6, California's Energy Code. The inclusion of solar panels would provide on-site renewable energy that would reduce the proposed project's consumption of electricity generated at off-site power plants.

[42] Urban Crossroads. August 8. 3150 Bear Street Due Diligence Trip Generation Assessment. 2024.

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- **Area Sources:** These emissions refer to those produced during activities such as landscape maintenance.
- **Water Transport:** These emissions refer to those generated by the electricity required to transport and treat the water to be used on the project site.
- **Waste:** These emissions refer to the GHG emissions produced by decomposing waste generated by the proposed project.

Table 9 presents the estimated annual GHG emissions from the proposed project's operational activities. As shown in Table 9, the proposed project would generate approximately 1,110 MT CO2e per year after the inclusion of 43 MT CO2e per year from project construction.

Table 9: Operational Greenhouse Gas Emissions—Unmitigated

GHG Emissions Source	GHG Emissions (MT CO_2e per year)
Area	11
Energy	102
Mobile (Automobiles)	905
Waste	35
Water	14
Refrigerants	0
Amortized Construction	43
Total Annual Project Emissions	**1,110**
Applicable Threshold[1]	**2,160**
Exceed Applicable Threshold?	**No**

Notes:
MT CO_2e = metric tons carbon dioxide equivalent
[1] The 2,160 MT CO_2e per year threshold for opening year of 2027 is calculated by reducing the 3,000 MT CO_2e per year threshold (developed to meet the 2020 GHG emissions goals) by 40 percent, then interpolating to obtain the scaled GHG emissions threshold for 2027.
Source: Appendix A.

As shown in Table 9, the proposed project's GHG emissions would not exceed the applicable threshold of significance. In addition, the emissions shown in Table 9 were estimated without taking any reductions for the existing land uses. The proposed project would replace existing structures with new residential buildings. The existing uses are currently generating GHG emissions that would no longer occur once the existing structures are demolished. Thus, the proposed project's net increase in GHG emissions would be even lower than what is shown in Table 9. In summary, construction and operational GHG emissions would result in a less than significant impact on the environment.

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b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

The 2022 Scoping Plan identifies additional GHG reduction actions and strategies necessary to achieve Assembly Bill (AB) 1279 target of 85 percent below 1990 levels by 2045. These actions and strategies build upon those identified in the first update to the Scoping Plan (2013) and in the second update to the Scoping Plan (2017). Although a number of these measures are currently established as statewide regulations, some measures have not yet been formally proposed or adopted. It is expected that these measures or similar actions to reduce GHG emissions will be adopted as required to achieve statewide GHG emissions targets. An evaluation of applicable reduction actions/strategies by emissions source category was conducted to determine how the proposed project would be consistent with reduction actions/strategies outlined in the 2022 Scoping Plan. The proposed project's consistency with those measures is provided below in Table 10.

Table 10: Consistency with the 2022 Scoping Plan

AB 32 GHG Inventory Sector and Scoping Plan Action	Project Consistency
GHG Emissions Reductions Relative to the SB 32 Target	
40 percent below 1990 levels by 2030.	**Consistent.** As demonstrated in Impact 2.8(a) above, the proposed project's GHG emissions would not exceed the applicable threshold of significance and would, therefore, not conflict with the State's ability to achieve GHG emission reduction targets. SB 1020 requires that by end of 2035, 90 percent of electricity and by end of 2045 that 100 percent of electricity is generated from renewable and zero-carbon resources. As such, the proposed project would not conflict with this strategy.
Smart Growth/Vehicle Miles Traveled (VMT)	
VMT per capita reduced 25 percent below 2019 levels by 2030 and 22 percent below 2019 levels by 2045.	**Consistent.** As detailed in Section 2.17–Transportation, development of the proposed project would have a less than significant impact on VMT.
Light-Duty Vehicle (LDV) Zero-Emission Vehicles (ZEVs)	
100 percent of LDV sales are ZEV by 2035.	**Not Applicable.** Executive Order N-79-20 requires all new LDVs sold in California to be zero-emission by the year 2035. The proposed project would not include any vehicle sales activities.
Truck ZEVs	
100 percent of medium-duty (MDV)/heavy-duty commercial sales are ZEV by 2040 (AB 74 University of California Institute of Transportation Studies report).	**Not Applicable.** Executive Order N-79-20 requires all new LDVs sold in California to be zero-emission by the year 2045. The proposed project would not include any truck sales activities.

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AB 32 GHG Inventory Sector and Scoping Plan Action	Project Consistency
Aviation	
10 percent of aviation fuel demand is met by electricity (batteries) or hydrogen (fuel cells) in 2045. Sustainable aviation fuel meets most or the rest of the aviation fuel demand that has not already transitioned to hydrogen or batteries.	**Not Applicable.** The proposed project would not utilize any aviation fuel.
Ocean-going Vessels (OGV)	
2020 OGV At-Berth regulation fully implemented, with most OGVs utilizing shore power by 2027. 25 percent of OGVs utilize hydrogen fuel cell electric technology by 2045.	**Not Applicable.** The proposed project would not utilize any OGVs.
Port Operations	
100 percent of cargo handling equipment is zero-emission by 2037. 100 percent of drayage trucks are zero-emission by 2035.	**Not Applicable.** The proposed project would not impact any operations at any ports.
Freight and Passenger Rail	
100 percent of passenger and other locomotive sales are ZEV by 2030. 100 percent of line haul locomotive sales are ZEV by 2035. Line haul and passenger rail rely primarily on hydrogen fuel cell technology, and others primarily utilize electricity.	**Not Applicable.** The proposed project would not impact any freight or passenger rail operations.
Oil and Gas Extraction	
Phase out oil and gas extraction operations by 2045.	**Not Applicable.** The proposed project would not impact any oil and gas extraction activities.
Petroleum Refining	
Carbon capture and storage (CCS) on majority of petroleum refining operations by 2030. Production reduced in line with petroleum demand.	**Not Applicable.** The proposed project would not impact any petroleum refining activities.
Electricity Generation	
Electric sector GHG target of 38 MMT CO_2e in 2030 and 31 MMT CO_2e in 2045. Retail sales load coverage	**Consistent.** Senate Bill 1020 requires that 100 percent of retail sales of electricity be generated by renewable or zero-carbon source of electricity by December 1, 2045. As such, the proposed project would not conflict with this strategy.

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AB 32 GHG Inventory Sector and Scoping Plan Action	Project Consistency
New Residential and Commercial Buildings	
All electric appliances beginning 2026 (residential) and 2029 (commercial).	**Consistent.** The proposed project would be an all-electric development and would not include any natural gas hookups.
Existing Residential Buildings	
80 percent of appliance sales are electric by 2030 and 100 percent of appliance sales are electric by 2035. Appliances are replaced at end of life**.**	**Not Applicable.** The proposed project would not include the operations of any existing residential buildings. The proposed project would replace existing structures with new residential buildings.
Existing Commercial Buildings	
80 percent of appliance sales are electric by 2030, and 100 percent of appliance sales are electric by 2045. Appliances are replaced at end of life.	**Not Applicable.** At project buildout, the proposed project would not include any existing commercial buildings.
Food Products	
7.5 percent of energy demand electrified directly and/or indirectly by 2030; 75 percent by 2045.	**Not Applicable.** The proposed project would not include any commercial food production activities.
Construction Equipment	
25 percent of energy demand electrified by 2030 and 75 percent electrified by 2045.	**No Conflict.** Executive Order N-79-20 requires all off-road vehicles and equipment to transition to 100 percent zero-emission equipment, where feasible, by 2035. All construction equipment fleets utilized during construction of the proposed project are required to be registered with ARB and meet ARB's current emission reductions regulations, which are anticipated to be updated to meet Executive Order N-79-20 requirements. As such, the proposed project would not conflict with this strategy.
Chemicals and Allied Products; Pulp and Paper	
Electrify 100 percent of boilers by 2045. Hydrogen for 25 percent of process heat by 2035 and 100 percent by 2045. Electrify 100 percent of other energy demand by 2045.	**Not Applicable.** The proposed project would not include any pulp and paper production activities.
Stone, Clay, Glass, and Cement	
CCS on 40 percent of operations by 2035 and on all facilities by 2045. Process emissions reduced through alternative materials and CCS.	**Not Applicable.** The proposed project would not include any stone, clay, glass and cement production activities.

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AB 32 GHG Inventory Sector and Scoping Plan Action	Project Consistency
Other Industrial Manufacturing	
0 percent energy demand electrified by 2030 and 50 percent by 2045.	**Not Applicable.** The proposed project would not include any other industrial manufacturing activities.
Combined Heat and Power	
Facilities retire by 2040.	**Not Applicable.** The proposed project would not include any existing combined heat and power facilities.
Agriculture Energy Use	
25 percent energy demand electrified by 2030 and 75 percent by 2045.	**Not Applicable.** The proposed project would not include any commercial agriculture activities.
Low Carbon Fuels for Transportation	
Biomass supply is used to produce conventional and advanced biofuels, as well as hydrogen.	**Not Applicable.** The proposed project would not include any production of fuels for transportation.
Low Carbon Fuels for Buildings and Industry	
In 2030s, renewable natural gas (RNG) blended in pipeline. Renewable hydrogen blended in natural gas pipeline at 7 percent energy (approximately 20 percent by volume), ramping up between 2030 and 2040. In 2030s, dedicated hydrogen pipelines constructed to serve certain industrial clusters.	**Not Applicable.** The proposed project would not include any production of fuels for buildings and industry.
Non-combustion Methane Emissions	
Increase landfill and dairy digester methane capture. Some alternative manure management deployed for smaller dairies. Moderate adoption of enteric strategies by 2030. Divert 75 percent of organic waste from landfills by 2025. Oil and gas fugitive methane emissions reduced 50 percent by 2030 and further reductions as infrastructure components retire in line with reduced fossil gas demand.	**Not Applicable.** The proposed project would not include the operation of any landfill or dairy.
High Global Warming Potential (GWP) Emissions	
Low GWP refrigerants introduced as building electrification increases, mitigating hydrofluorocarbon (HFC) emissions.	**Not Applicable.** The proposed project would not include the manufacturing of appliances that use low GWP refrigerants.
Compensate for Remaining Emissions	
Carbon Dioxide Removal (CDR) demonstration projects deployed by 2030.	**Not Applicable.** The proposed project would not include any CDR demonstration projects.

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AB 32 GHG Inventory Sector and Scoping Plan Action	Project Consistency
CDR scaled to compensate for remaining GHG emissions in 2045	
Source: California Air Resources Board (ARB). 2022. 2022 Scoping Plan for Achieving Carbon Neutrality.	

As demonstrated in Table 10, while most of the measures are not applicable, the proposed project would be consistent with the appliable measures outlined in the 2022 Scoping Plan. Therefore, the proposed project would be consistent with the 2022 ARB Scoping Plan and potential impacts would be less than significant.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.9 Hazards and Hazardous Materials *Would the project:*				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Environmental Evaluation

Setting

The analysis in this section is based, in part, on the Phase I Environmental Site Assessment (Phase I ESA) prepared by Hillmann Consulting LLC, on January 5, 2024. The Phase I ESA is included in Appendix E of this document.

No Recognized Environmental Conditions (RECs), Historical Recognized Environmental Conditions (HRECs), Controlled Recognized Environmental Conditions (CRECs), or significant data gaps (SDGs) were identified on the project site. No RECs, CRECs, HRECs, or SDGs were identified on the project site. The following *de minimis* conditions are described below:

The project site currently manages a 500-gallon diesel aboveground storage tank (AST) that is attached to an emergency backup generator located within the auxiliary maintenance building. No staining was observed in the proximity of the AST enclosure. Additionally, the project site formerly utilized a 250-gallon diesel underground storage tank (UST) that served as the backup power generator. Local fire department permit records and prior environmental reports document that the 250-gallon UST was removed in June 1996 with no indication of a petroleum release having been encountered. The prior environmental reports included a Limited Phase II with soil sampling in 2016, and a geophysical survey for abandoned USTs in 2018. Based on the prior investigations as well as the regulatory records reviewed, the former 250-gallon diesel UST is not considered to be a REC in connection with the project site.

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than significant impact. Construction of the proposed project would include the transport, use, and disposal of limited quantities of hazardous materials necessary for construction, including fuel and solvents. The use of these hazardous materials necessary would be typical of construction projects, would be short-term, and would be handled in accordance with standard construction practices, as well as with applicable federal, State, and local regulations. Regulatory requirements

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would include California Code of Regulations Title 22, Division 4.5, for appropriate management of hazardous materials, as well as the requirements of the EPA, Resource Conservation and Recovery Act (RCRA), California Department of Toxic Substance Control (DTSC), California Occupational Safety and Health Administration (Cal/OSHA), and California Department of Transportation (Caltrans).

The proposed project would include residential development, which does not typically use or store large quantities of hazardous materials. During the operational phase of the proposed project, hazardous materials may be handled on the project site. Hazardous materials that would likely be used during operation would likely be limited to fertilizers, herbicides, pesticides, solvents, household cleaning agents, and similar materials used for maintenance and operation of the apartments, apartment building facilities, amenities, and landscaping. These types of materials are common and represent a low risk to people and the environment when used as intended. The proposed project would also be required to adhere to State and federal regulatory requirements as discussed above. Therefore, impacts associated with hazardous materials would be less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than significant impact. As discussed above, the Phase I ESA did not identify site any RECs, HRECs, or CRECs. As previously discussed above under Impact 2.9(a), the proposed project would be required to comply with all applicable local, State, and federal laws and regulations pertaining to the transport, use, disposal, handling, and storage of hazardous waste during the construction phase to reduce the likelihood and severity of accidents during transit. Proper handling of the use and disposal of hazardous materials associated with residential uses would reduce the potential for exposure. During site reconnaissance associated with the Phase I ESA, Hillman conducted a cursory visual screening of accessed portions of the building built prior to 1990 for suspect asbestos-containing materials (ACM). Suspected ACM noted within the accessed building areas included exterior stucco finishes, interior drywall, acoustic ceilings, multiple vinyl floorings, flooring mastic, and thermal systems insulation (TSI).

The proposed project would develop residential uses; accordingly, operation of the proposed project would not involve the transport, use, or disposal of large quantities of hazardous materials. The use of hazardous materials on the project site postconstruction would consist of those commonly used in a residential setting for routine maintenance and cleaning associated with typical residential development and would not be of a significant quantity to create a reasonably foreseeable upset or accident. Therefore, impacts would be less than significant, and no mitigation would be required.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No impact. There are no schools within 0.25 mile of the project site. The nearest schools are Paularino Elementary School (1060 Paularino Avenue), 0.61 mile southwest of the project site; and Sonora Elementary School (966 Sonora Road), 0.73 mile southwest of the project site. As discussed

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in Impact 2.9(a), construction of the proposed project would include the limited use of hazardous materials, such as fuel and solvents. However, use of these hazardous materials would be in compliance with all applicable local, State, and federal regulations. During operation of the proposed project, limited use of hazardous materials would likely be used for building maintenance. Similarly, these hazardous materials would be stored, handled, and disposed of in accordance with applicable regulations. Thus, the proposed project would not include any uses that could potentially generate hazardous materials in significant quantities that would have an impact on surrounding schools. Therefore, there would be no impact.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than significant impact. Government Code Section 65962.5 refers to the Hazardous Waste and Substance Site List, commonly known as the Cortese List. The Cortese List contains hazardous waste and substance sites with known USTs having a reportable release; and solid waste disposal facilities from which there is a known migration. The Cortese List also includes hazardous substance sites selected for remedial action; historic Cortese Sites; and sites with known toxic materials identified through the abandoned site assessment program. The proposed project would not be located on a site which is included on a hazardous materials site list compiled pursuant to California Government Code Section 65962.5.[43] The closest site recognized by the Cortese List is approximately 1.58 miles southwest of the project site and is an active Voluntary Cleanup Site at 1170 Baker Road. The proposed development is not close enough to the activity occurring at this site for the proposed project to have an impact. Therefore, the proposed project would not create a significant hazard to the public or the environment. No impact would occur, and no mitigation is required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Less than significant impact. The Airport Environs Land Use Plan (AELUP) is the comprehensive land use plan adopted and administered by the Airport Land Use Commission (ALUC) for Orange County, as required by Section 21675 of the California Public Utilities Code. The AELUP establishes land use guidelines based on noise and safety impacts for areas surrounding airports. The most current AELUP for John Wayne Airport (SNA) was approved in April 2008. The project site is located approximately 1.37 miles west of SNA, and thus is within the Airport Planning Area of SNA according to the ALUC. Land uses within the planning area boundaries of the AELUP must conform to the following safety and height restriction standards. The project site is located more than 7,000 feet west of SNA. In accordance with Federal Regulation Part 77, any construction or alteration occurring within

[43] California Department of Toxic Substances Control (DTSC). Hazardous Waste and Substances Site List (Cortese). Website: https:// www.envirostor.dtsc.ca.gov/public/map/?global_id=38330005. Accessed November 13, 2024.

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20,000 feet of a public airport (i.e., an airport with a runway of more than 3,200 feet in length such as SNA) which exceeds a100 foot horizontal by 1 foot in vertical height must notify the Federal Aviation Administration (FAA). Furthermore, buildings greater than 70 feet must notify the FAA. Because the proposed buildings would not exceed 50 feet in height, the proposed project would be consistent with the height restriction standards.

The proposed project would be reviewed by the ALUC to determine whether any structure would be inconsistent with the AELUP. Since the proposed project is located within the vicinity of SNA's Planning Area, it is subject to the safety restrictions of the AELUP. The proposed project's building height would not "interfere with the established, or planned, airport flight procedures, patterns, or navigational systems" since it would meet the development standards specified in the Costa Mesa General Plan. In addition, the proposed project would not threaten, endanger, or interfere with aeronautical operations due to the proposed project's exterior lighting, when it would be clearly visible during hours of twilight or darkness. Additionally, although the proposed project is within the vicinity of SNA's Airport Planning Area, it is not within the vicinity of the SNA Safety Zone.[44] Therefore, the proposed project would not result in a safety hazard or excessive noise for people residing or working in the project area. Impacts would be less than significant.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than significant impact. The Costa Mesa Disaster Plan serves as the community's Emergency Operations Plan (EOP), which provides guidance during emergency situations and natural disasters. Evacuation operations would be conducted by law enforcement agencies, highway/road/street departments, and public and private transportation providers.[45] The project site is located along a designated emergency evacuation route along Bear Street and adjacent to I-405. The proposed project would be constructed completely within the project site and construction equipment would access the project site via Bear Street, which is the main access point to the project site. If any road closures to Bear Street are required, the project applicant and construction crew would be required to coordinate with the City of Costa Mesa Public Works Department to ensure that emergency access routes are maintained during construction. During operation, the proposed project does not include any uses or design features that would result in interference with any adopted emergency response plan or emergency evacuation plan. The design of the proposed project would provide adequate emergency access consistent with City requirements, including the required number and design of access points and safety features. Therefore, the proposed project would not result in significant impacts to emergency access during construction and/or operation. The proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Impacts would be less than significant.

[44] Airport Land Use Commission (ALUC) Airport Environs. 2008. Land Use Plan for John Wayne Airport. Website: https://files.ocair.com/media/2021-02/JWA_AELUP-April-17-2008.pdf? VersionId=cB0byJjdad9OuY5im7Oaj5aWaT1FS.vD. Accessed November 13, 2024.

[45] City of Costa Mesa. Costa Mesa General Plan. Safety Element.

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g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No impact. The project site is in an urbanized, flat area and does not contain slopes that could contribute to wildfire. The project site is not located along an urban-wildfire interface. CAL FIRE has mapped fire threat potential throughout California and ranks fire threats on a scale of no fire threat, moderate, high, and very high fire severity. According to the CAL FIRE Hazards Severity Zone Map Viewer, the project site is not located in a Fire Hazard Severity Zone (FHSZ).[46] Additionally, the City's Safety Element indicated that no part of Costa Mesa is listed as a State Responsibility Area (SRA) for fire hazard or located within a Very High FHSZ.[47] Thus, urban and grassland fires within open space areas, such as Talbert Regional Park, represent the only fire risks within the City.[48] Further, the project site is in a developed, built-up urban area that is not adjacent to any Very High FHSZ or large areas of open space. Therefore, the proposed project is not likely to expose people or structures to wildland fire hazards. No impact would occur.

Mitigation Measures

None required.

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[46] California Department of Forestry and Fire Protection (CAL FIRE). 2024. Fire Hazard Severity Zones in State Responsibility Area. Website: https:// calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008. Accessed November 14, 2024.

[47] City of Costa Mesa. 2015. Costa Mesa General Plan, Chapter 8: Safety Element. Website: https;// ftp.costamesaca.gov/costamesaca/generalplan2015-2035/adopted/08_FinalDraft_SafetyElement.pdf. Accessed November 14, 2024.

[48] Ibid.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.10 Hydrology and Water Quality *Would the project:*				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐
(i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
(iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

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Environmental Evaluation

Setting

The following analysis is based, in part, on the Preliminary Water Quality Management Plan (WQMP) and the Preliminary Hydrology Report prepared by prepared by X Engineering and Consulting Inc., both included as Appendix F.

The proposed project is located within the Santa Ana Watershed. In general, drainage flows from south to north. Peak flow originates as sheet flow in the south which then transitions into piped flow for conveyance at the off-site discharge point at the northwest corner of the property.

The project site discharges to the existing Orange County Flood Control District (OCFCD) 72-inch public storm drain that lies at the northwest corner of the site at node 110. This storm drain known as OCFCD D03S03 Gisler Storm Channel, flows into the Greenville Banning Channel, connecting to the Santa Ana River Channel, which ultimately discharges to the Pacific Ocean.

The existing on-site drainage is collected by area drains and conveyed by on-site storm drains that eventually join with the existing 27-inch and 72-inch public storm drains to the southwest and northwest corner of the site, respectively.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) of the area, the project site is within an area with 0.2 percent annual chance flood hazard of 1 percent annual chance flood with average depth less than 1 foot or with drainage areas of less than 1 square mile (Zone X).[49]

Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Less than significant impact. Construction activities would include demolition of the existing paved surfaces and structures, site preparation, grading, building construction, architectural coatings, and paving. The City of Costa Mesa is in the jurisdictional area of the Santa Ana Regional Water Quality Control Board (Santa Ana RWQCB). The Santa Ana RWQCB requirements are further clarified by the County of Orange Drainage Area Management Plan (DAMP) which requires the preparation and implementation of WQMP's for development projects. Consistent with the DAMP, the project applicant would be required to submit a SWPPP prior to project grading and construction for City review along with a Preliminary Project WQMP and a Hydrology Report.

[49] Federal Emergency Management Agency (FEMA). 2024. FEMA's national Flood Hazard Layer (NFHL) Viewer. Website: https:// hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-117.91077285913687,33.67623138861032,-117.86923080591424,33.69408627053917. Accessed November 14, 2024.

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As described in the proposed project's Hydrology Report, drainage flows from south to north. Peak flow originates as sheet flow in the south which then transitions into piped flow for conveyance at the off-site discharge point at the northwest corner of the property. The overall proposed condition drainage would ultimately retain the existing condition flow drainage in the south to north direction. The existing condition topography previously discussed has an overall grade tilting from southeast to northwest. However, the proposed condition will be graded from southwest to northeast. The subsurface storm drain network would retain the overall existing drainage pattern, maintaining the off-site discharge to storm drain facilities northwest of the site. The proposed project would also include proprietary vegetated biotreatment systems as a biotreatment BMPs and BMPs to ensure that the ongoing operation and maintenance of the proposed project is consistent with the DAMP.

Compliance with these regulations would ensure that impacts to water quality during construction and operation of the proposed project would be less than significant. In addition, as described in the Hydrology Report, runoff from the project site is directed to the Modular Wetland Systems (MWS) unit and a proprietary biotreatment BMP for water quality treatment. Treated stormwater then exits the project site on Bear Street through the 72-inch public storm drain to enter the Gisler Storm Channel, flowing into the Greenville Banning Channel, connecting to the Santa Ana River Channel, which ultimately discharges to the Pacific Ocean. Therefore, the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Impacts would be less than significant.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than significant impact. As discussed in the Geotechnical Report prepared by SA GEO, groundwater was encountered at depths ranging from 18.3 to 20.7 feet. Historic high groundwater is mapped between 10 and 30 feet below grade. The project site has been developed with impervious surfaces for over 40 years and is not used as a groundwater recharge location. As impervious surfaces under the proposed project would be similar to those under existing conditions, development of the proposed project would not interfere with groundwater recharge. As such, the proposed project would not impede sustainable groundwater management of a basin. Impacts would be less than significant.

c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

(i) result in substantial erosion or siltation on- or off-site;

Less than significant impact. As discussed above, the proposed project would not substantially increase impervious surfaces at the project site. Additionally, the proposed project would not alter the course of a river or stream, as the site is developed and located in an urban and developed area. As such, the proposed project would not alter the existing drainage pattern at the project site in a manner which would result in on- or off-site erosion or siltation. Additionally, the proposed project would

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implement the provisions provided in the WQMP prepared for the proposed project, which includes ongoing operation and management of BMPs at the project site. Further, adherence to the WQMP would ensure compliance with County NPDES Stormwater Program. The impact would be less than significant.

(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

Less than significant impact. As discussed above, the proposed project would not substantially alter the existing drainage pattern at the project site through the increase of impervious surfaces at the project site, or by altering the course of a river or stream. The proposed project would be designed consistent with the approved drainage plan provided in the Hydrology Report and would not result in increased surface runoff in a manner which would result in flooding. As such, impacts would be less than significant.

(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

Less than significant impact. As discussed above, the proposed project would not substantially alter the existing drainage pattern at the project site through the increase of impervious surfaces at the project site, or by altering the course of a river or stream. The proposed project would connect existing water and sanitary sewer lines and would include the installation of stormwater management systems on-site. Stormwater from the proposed development will be intercepted by downspouts and new area drains that convey stormwater into two separate MWS (proprietary biofiltration BMPs) to meet water quality objectives as required by the Municipal Separate Stormwater Sewer System (MS4) Permit. Stormwater flows then enter the public storm drain. The proposed project would be designed consistent with the approved drainage plan provided in the Hydrology Report and would not exceed the capacity of the existing stormwater drainage system. Additionally, the proposed project would implement the provisions provided in the WQMP prepared for the proposed project—which includes ongoing operation and management of BMPs at the project site. Further, adherence to the WQMP would ensure compliance with County NPDES Stormwater Program. Compliance with the WQMP would address potential additional sources of polluted runoff from the project site. The impact would be less than significant.

(iv) impede or redirect flood flows?

Less than significant impact. The project site is within an area with 0.2 percent annual chance flood hazard of 1 percent annual chance flood with average depth less than 1 foot or with drainage areas of less than 1 square mile (Zone X); however, the proposed project would be designed consistent with the approved drainage plan provided in the Hydrology Report and would not cause flood flows to be impeded or redirected. Any potential flooding on-site would be treated via two MWS and then be directed to the public storm drain. As such, the impact would be less than significant.

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d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than significant impact. The project site is approximately 5.53 miles from the Pacific Ocean and is not near any other large body of water; therefore, the project site is not at risk of inundation from a tsunami or seiche. As discussed above, the project site is within an area with 0.2 percent annual chance flood hazard of 1 percent annual chance flood with average depth less than 1-foot or with drainage areas of less than 1 square mile; however, it would not include the storage of hazardous materials that could be released into the environment due to inundation from a flood other than small quantities of typical household cleaners. As such, the impact would be less than significant.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than significant impact. The project site is within the Santa Ana River watershed and the Water Quality Control Plan for Santa Ana River Basin (Basin Plan) would be applicable to the proposed project. The Basin Plan includes an implementation plan describing the actions by the RWQCB and others that are necessary to achieve and maintain the water quality standards as well as water quality goals and policies that govern the Santa Ana River Basin.[50] The proposed project would be required to comply with the goals and policies outlined in the Basin Plan. Therefore, the proposed project would not conflict with or obstruct implementation of a water quality control plan. Impacts would be less than significant.

The project site is also located within the Orange County Water District (OCWD), which includes a Groundwater Management Plan that was last updated in June 2015. As discussed in the Groundwater Management Plan, groundwater basin management goals include (1) to protect and enhance groundwater quality, (2) to protect and increase the sustainable yield of the groundwater basin in a cost-effective manner, and (3) to increase the efficiency of OCWD operations.[51] As discussed above, the project applicant would be required to submit a SWPPP prior to project grading and construction. Compliance with these regulations would ensure that impacts to water quality during construction and operation of the proposed project would be less than significant. In addition, as described in the Hydrology Report, runoff from the project site is directed to the MWS unit and proprietary biotreatment BMPs for water quality treatment. Therefore, the proposed project would not conflict with or obstruct implementation of a sustainable groundwater management plan. Impacts would be less than significant.

Mitigation Measures

None required.

[50] California State Water Resources Control Board (State Water Board). Santa Ana Regional Water Quality Control Board (Santa Ana RWQCB). 2024. Santa Ana River Basin Plan. Website: https://www.waterboards.ca.gov/santaana/water_issues/programs/basin_plan/index.html. Accessed November 14, 2024.

[51] Orange County Water District (OCWD). 2015. Groundwater Management Plan 2015 Update. Website: https://www.ocwd.com/wp-content/uploads/groundwatermanagementplan2015update_20150624.pdf. Accessed November 14, 2024.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.11 Land Use and Planning *Would the project:*				
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Environmental Evaluation

Setting

The General Plan currently designates the project site as General Commercial. The proposed project would require a GPA to amend the General Plan land use designation from General Commercial to High-Density Residential. The High-Density Residential land use designation is intended to provide residential development with a density of up to 20 dwelling units per acre (du/acre).

The project site is currently zoned AP. The proposed project would require a rezone to change the zoning designation from AP to R-3. The R-3 zoning district is intended to promote the development of multi-family rental as well as ownership dwelling units. The required minimum lot size is 12,000 square feet in the R-3 zone. The maximum density allowed is 2,178 square feet per dwelling unit, which equals 20 dwelling units per gross acre.

Would the project:

a) Physically divide an established community?

Less than significant impact. The project site is in a highly developed and urbanized area. The surrounding area contains commercial and residential uses, similar to the project site. The proposed project would not be designed in a way that would create a physical barrier within an established community. A typical example of such a barrier would be a project that involved a continuous right-of-way, such as a roadway, which would divide a community and impede access between parts of the community. The proposed project does not include these types of features but would rather improve connectivity in the surrounding area by providing an extension of the existing Olympic Avenue connecting to the project site. Implementation of the proposed project would not disrupt the

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surrounding land uses or divide the physical arrangement of the established communities to the north and east of the project site. Therefore, the proposed project would not physically divide an established community. Impacts would be less than significant, and no mitigation is required.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than significant impact. The proposed project would include a GPA to change the General Plan land use designation from General Commercial to High Density Residential. Surrounding land uses are designated as Regional Commercial to the north, Public/Institutional and Low Density Residential to the east, Neighborhood Commercial and Low Density Residential to the south, and Low Density Residential to the west. The proposed project would comply with applicable General Plan policies and Costa Mesa Municipal Code requirements adopted to avoid or reduce environmental impacts. For example, as discussed above, the proposed project would comply with Municipal Code Chapter 13-VII by submitting site plans to the Planning Division that identify existing and replacement trees with a written request and justification for their removal. Similarly, the proposed project would be consistent with Municipal Code Section 13.279 regarding noise standards for construction activities and equipment. Additionally, the proposed project would comply with the SDBL. Therefore, with the implementation of the GPA, the proposed project would not conflict with any applicable land use plan, policy, or regulation. Impacts are therefore considered less than significant, and no mitigation is required.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.12 Mineral Resources *Would the project:*				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Environmental Evaluation

Setting

The project site is zoned General Commercial (GC) and is located in an urbanized area in the City of Costa Mesa, and no known mineral resources are present on-site.

Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

No impact. According to the General Plan EIR, mineral resources present in the City's planning area are oil, peat, and aggregate. According to the Department of Conservation Division of Oil, Gas, and Thermal Resources, there are 15 active oil wells in the planning area. The Newport West Oil Field is located entirely outside of the City. Peat is restricted to areas adjacent to the Santa Ana River.[52]

The project site is located in the northeastern portion if the City and is not located in an area near any mineral resources; therefore, project implementation would not affect any known mineral deposits. Additionally, the entire project site would be within the R-3 zoning district; therefore, project implementation would not result in the loss of availability of known mineral resources. Thus, no impacts would occur.

[52] City of Costa Mesa. 2016. Final Environmental Impact Report for the 2015-2035 General Plan. Mineral Resources. Website: http://ftp.costamesaca.gov/costamesaca/generalplan2015-2035/Final-EIR.pdf. Accessed November 12, 2024.

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b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No impact. The existing General Plan does not identify any locally important mineral resources. No other City planning documents identify any locally important mineral resources.[53] As such, no impacts to locally important resources would occur.

Mitigation Measures

None required.

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[53] City of Costa Mesa. 2016. Final Environmental Impact Report for the 2015-2035 General Plan. Mineral Resources. Website: http://ftp.costamesaca.gov/costamesaca/generalplan2015-2035/Final-EIR.pdf. Accessed November 12, 2024.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.13 Noise *Would the project result in:*				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Environmental Evaluation

Setting

The proposed project site is located within the City of Costa Mesa, in Orange County, California. The site is surrounded by residential uses to the east and south while I-405 is located immediately north and Bear Street bounds the west side of the project site.

Existing Conditions

Ambient Noise

The dominant noise sources in the project vicinity include traffic on local roadways, primarily from traffic on I-405 which runs along the northern boundary of the project site.

An ambient noise monitoring effort was conducted to document daytime ambient noise levels on the project site. Short-term noise monitoring was conducted by FCS on October 29, 2024, between 12:06 p.m. and 1:22 p.m. The noise measurements were taken during the midday hours, as the midday hours typically have the highest daytime noise levels in urban environments. It should be noted that

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peak noise hours often vary slightly from peak traffic hours, as peak noise hours more closely align with high volume traffic that is still free flowing; while peak traffic hours often result in slower vehicle speeds due to the volume of traffic on the roadway. The short-term existing noise measurement results are summarized in Table 12. The noise monitoring data sheets are included in Appendix G.

Table 11: Existing Ambient Noise Levels on the Project Site

Site ID #	Description	L_{eq}	L_{min}	L_{max}
ST-1	On southeast corner of the project site	60	57.3	64.2
ST-2	On northeast corner of the project site	73.1	69.2	77.3
ST-3	On northwest corner of the project site	73.9	70.7	83.4

Notes:
L_{eq} = equivalent sound level
L_{min} = minimum noise/sound level
L_{max} = maximum noise level
Source: FirstCarbon Solutions (FCS). 2024.

Characteristics of Noise

Noise is defined as unwanted sound. Sound levels are usually measured and expressed in decibels (dB), with 0 dB corresponding roughly to the threshold of hearing. Most of the sounds that we hear in the environment do not consist of a single frequency, but rather a broad band of frequencies, with each frequency differing in sound level. The intensities of each frequency add together to generate a sound. Noise is typically generated by transportation, specific land uses, and ongoing human activity.

The standard unit of measurement of the loudness of sound is the decibel (dB). The 0 point on the dB scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Changes of 3 dB or less are only perceptible in laboratory environments. A change of 3 dB is the lowest change that can be perceptible to the human ear in outdoor environments. While a change of 5 dBA is considered to be the minimum readily perceptible change to the human ear in outdoor environments.

Since the human ear is not equally sensitive to sound at all frequencies, the A-weighted decibel scale (dBA) was derived to relate noise to the sensitivity of humans, it gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for a number of various sound level metrics, including the day/night sound level (L_{dn}) and the Community Noise Equivalent Level (CNEL), both of which represent how humans are more sensitive to sound at night. In addition, the equivalent continuous sound level (L_{eq}) is the average sound energy of time-varying noise over a sample period and the L_{max} is the maximum instantaneous noise level occurring over a sample period.

Regulatory Framework

The project site is located within the City of Costa Mesa, in Orange County. The City of Costa Mesa addresses noise in the Noise Element of the General Plan and the Municipal Code.

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City of Costa Mesa General Plan

The City of Costa Mesa addresses noise in the City's 2015-2035 General Plan. The objectives of the General Plan's Noise Element are to identify noise sources in Costa Mesa and define strategies for reducing the negative impact of noise on the community. The Noise Element identifies baseline and projected noise levels so that this information can guide future land use decisions in a manner that limit noises and its effect on the community.

The following General Plan noise policies are applicable to the Costa Mesa Bear Street multi-family residential project:

Table N-3 (Table 12 below): Noise and Land Use Compatibility Matrix presents the guidelines promulgated by federal and State agencies, modified to meet local conditions and Costa Mesa's needs. This table represents the primary tool the City will use to ensure integrated planning compatibility between land uses and outdoor noise.

Table 12: Noise and Land Use Compatibility Matrix

Table N-3: Noise and Land Use Compatibility Matrix				
	Community Noise Exposure Ldn or CNEL, dBA			
Land Use Category	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential: Low Density	50-60	60-70	70-75	≥75
Residential: Multiple-Family	50-65	65-70	70-75	≥75
Mixed use	50-65	65-70	70-75	≥75
Transient Lodging-Motel, Hotels	50-65	65-70	70-80	≥80
Schools, Libraries, Churches, Hospitals, Nursing Homes	50-60	60-65	65-80	≥80
Auditoriums, Concert Halls, Amphitheaters	NA	50-70	NA	≥80
Sports Arenas, Outdoor Spectator Sports	NA	50-75	NA	≥80
Playgrounds, Neighborhood Parks	50-67.5	NA	67.5-75	≥75
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50-70	NA	70-80	≥80
Office Buildings, Business Commercial and Professional	50-67.5	67.5-77.5	77.5-85	≥85 unless appropriately insulated
Industrial, Manufacturing, Utilities, Agriculture	50-70	70-80	80-85	NA

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Table N-3: Noise and Land Use Compatibility Matrix				
	Community Noise Exposure Ldn or CNEL, dBA			
Land Use Category	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Normally Acceptable. *Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.* ***Conditionally Acceptable.*** *New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction but with closed windows and fresh air supply systems or air conditioning will normally suffice.* ***Normally Unacceptable.*** *New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.* ***Clearly Unacceptable.*** *New construction or development should generally not be undertaken.* ***NA:*** *Not Applicable* *Source: Modified from U.S. Department of Housing and Urban Development Guidelines and State of California Standards.*				

Source: City of Costa Mesa 2015-2035 General Plan Noise Element.

Goals, Objectives, and Policies

Goal N-1: Noise Hazards and Conditions

The City of Costa Mesa aims to protect residents, local workers, and property from injury, damage, or destruction from noise hazards and to work toward improved noise abatement.

Objective N-1A Control noise levels within the City for the protection of residential areas, park areas, and other sensitive land uses from excessive and unhealthful noise.

Policy N-1.1 Enforce the maximum acceptable exterior noise levels for residential areas at 65 CNEL.

Goal N-2 Noise and Land Use Compatibility. Integrate the known impacts of excessive noise on aspects of land use planning and siting of residential and nonresidential projects.

Objective N-2A Plan for the reduction in noise impacts on sensitive receptors and land uses.

Policy N-2.2 Require, as a part of the environmental review process, that full consideration be given to the existing and projected noise environment.

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Policy N-2.4 Require that all proposed projects are compatible with adopted noise/land use compatibility criteria

Policy N-2.5 Enforce applicable interior and exterior noise standards.

Policy N-2.6 Allow a higher exterior noise level standard for infill projects in existing residential areas adjacent to major arterials if it can be shown that there are no feasible mechanisms to meet the exterior noise levels. The interior standard of 45 dBA CNEL shall be enforced for any new residential project.

City of Costa Mesa Municipal Code

The City of Costa Mesa has established noise performance standards and permissible hours for construction activities in the Municipal Code. These provisions are summarized below:

13-279–Exceptions for Construction. Construction equipment, vehicles, or work between the following approved hours, is allowed provided that all required permits for such construction, repair, or remodeling have been obtained from the appropriate City departments: 7:00 a.m. through 7:00 p.m. Monday through Friday, 9:00 a.m. through 6:00 p.m. Saturday. Construction activities on Sundays and the following specified federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are prohibited all hours.

13-280–Exterior Noise Standards.

(a) The following noise standards, unless otherwise specifically indicated, shall apply to all residential property within the City:

Residential Exterior Noise Standards

Noise Level	Time Period
55 dB(A)	7:00 a.m. through 11:00 p.m.
50 dB(A)	11:00 p.m. through 7:00 a.m.

In the event the alleged offensive noise consists entirely of impact noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by 5 dBA.

(b) It is unlawful for any person at any location within the City to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, when the foregoing causes the noise level, when measured on any other residential property, either within or outside the City, to exceed:
   (1) The noise standard for a cumulative period of more than 30 minutes in any hour;
   (2) The noise standard plus 5 dBA for a cumulative period of more than 15 minutes in any hour;
   (3) The noise standard plus 10 dBA for a cumulative period of more than 5 minutes in any hour;

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(4) The noise standard plus 15 dBA for a cumulative period of more than 1 minute in any hour; or
(5) The noise standard plus 20 dBA for any period of time.

(c) In the event the ambient noise level exceeds any of the first four noise limit categories above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level.

(d) The exterior noise standards shown in subsection (a) shall not apply to the following exterior areas of multi-family residential development or live/work units located within a mixed-use overlay district where the base zoning district is nonresidential, approved pursuant to a master plan, and subject to the land use regulations of an urban plan:
(1) Private balconies or patios regardless of size;
(2) Private or community roof decks/roof terraces;
(3) Internal courtyards and landscaped walkways that do not include resident-serving, active recreational uses such as community pool, spa, tennis courts, barbeque, and picnic areas.

(e) In high-rise residential developments in the North Costa Mesa Specific Plan, the exterior noise standards shown in subsection (a) shall only apply to the common outdoor recreational amenity areas located on the ground level. Recreational amenity areas located above the ground level and private balconies and patios shall be exempt from this standard.

13-281. Interior Noise Standards.

(a) The following noise standards, unless otherwise specifically indicated, shall apply to all residential property within the City:

Residential Interior Noise Standards

Noise Level	Time Period
55 dBA	7:00 a.m. through 11:00 p.m.
45 dBA	11:00 p.m. through 7:00 a.m.

In the event the alleged offensive noise consists entirely of impact noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by five dB(A).

(b) It is unlawful for any person at any location within the City to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, when the foregoing causes the noise level when measured within any other dwelling unit on any residential property, either within or outside the City, to exceed:
(1) The interior noise standard for a cumulative period of more than 5 minutes in any hour;
(2) The interior noise standard plus 5 dBA for a cumulative period of more than 1 minute in any hour; or
(3) The interior noise standard plus 10 dBA for any period of time.

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(c) In the event the ambient noise level exceeds either of the first two noise limit categories above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. In the event the ambient noise level exceeds the third noise limit category the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level.

13.283–Loud, Unnecessary Noise: It shall be unlawful for any person to willfully make or continue, or cause to be made or continued, any loud, unnecessary and unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area, regardless of whether the noise level exceeds the standards specified in Section 13-280. The standard which may be considered in determining whether a violation of the provisions of this section exists may include, but not be limited to the following:

a. The level of the noise;
b. Whether the nature of the noise is usual or unusual;
c. Whether the origin of the noise is natural or unnatural;
d. The level and intensity of the background noise, if any;
e. The proximity of the noise to residential sleeping facilities;
f. The nature and zoning of the area within which the noise emanates;
g. The density of the inhabitation of the area within which the noise emanates;
h. The time of the day and night the noise occurs;
i. The duration of the noise;
j. Whether the noise is recurrent, intermittent, or constant; or
k. Whether the noise is produced by a commercial or noncommercial activity.

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Short-term Construction Impacts

Less than significant impact. For purposes of this analysis, a significant impact would occur if construction activities would result in a substantial temporary increase in ambient noise levels in excess of the City's established standards applicable to construction noise.

The Municipal Code Section 13.279 establishes allowable hours and noise standards for construction activities and equipment. Construction activities, including the operation of any tools or equipment used in construction, are restricted between the hours of 7:00 a.m. through 7:00 p.m. Monday through Friday, 9:00 a.m. through 6:00 p.m. Saturday. Construction activities on Sundays and the following specified federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are prohibited all hours.

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While the City does not establish noise level thresholds for construction activities, this analysis uses this analysis uses the noise limits established by the Federal Transit Administration (FTA) to identify the potential for impacts due to substantial temporary construction noise. The FTA identifies construction noise limits in the Transit Noise and Vibration Impact Assessment Manual.[19] During daytime hours, a significant temporary increase would be an increase in excess of the 8-hour average noise level of 80 dBA L_{eq} as measured at a receiving residential land use.

Noise impacts from construction activities associated with the proposed project would be a function of the noise generated by construction equipment, equipment location, sensitivity of nearby land uses, and the timing and duration of the construction activities.

Construction is completed in discrete steps, each of which has its own mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on the site and, therefore, the noise levels surrounding the site as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full power operation followed by 3 or 4 minutes at lower power settings. Impact equipment such as pile drivers is not being used during construction of the proposed project.

The site preparation phase, which includes excavation and grading of the site, tends to generate the highest noise levels because the noisiest construction equipment is earthmoving equipment. Earthmoving equipment includes excavating machinery and compacting equipment, such as bulldozers, draglines, backhoes, front loaders, roller compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full power operation followed by 3 or 4 minutes at lower power settings.

Construction of the proposed project would require the use of graders, excavators, bulldozers, front-end loaders, and backhoes. The maximum noise level generated by each bulldozer, excavator, and grader is assumed to be 85 dBA L_{max} at 50 feet from this equipment. A characteristic of sound is that each doubling of sound sources with equal strength increases a sound level by 3 dBA. Assuming that each piece of construction equipment operates at some distance from the other equipment, a reasonable worst-case combined noise level during this phase of construction would be 90 dBA L_{max} at a distance of 50 feet from the acoustic center of a construction area. This would result in a reasonable worst-case hourly average of 86 dBA L_{eq}.

The façade of the nearest residence would be located approximately 25 feet from the acoustic center of construction activity where multiple pieces of heavy construction equipment would potentially operate simultaneously during site preparation of the proposed project site.

At this distance and assuming minimal shielding from the existing 6-foot concrete wall on the east and south side of the project site, relative worst-case single-hour average construction noise levels would attenuate to 84 dBA $L_{eq(1\text{-}hour)}$ at this nearest sensitive receptor. When averaged over an 8-hour work

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day, conservative worst-case average construction noise levels during the loudest phase of construction could range up to 78 dBA $L_{eq(8\text{-}hour)}$ as measured at the nearest sensitive receptor. The calculation sheet is provided in Appendix G.

These reasonable worst-case construction noise levels would only occur periodically throughout the day as construction equipment operates along the nearest project boundaries. Additionally, these noise levels would drop off at a rate of 6 dBA per doubling of distance as the equipment moves over the project site.

These calculated conservative worst-case construction noise levels would not exceed the FTA's 8-hour average daily threshold of 80 dBA L_{eq} as measured at the nearest residential receptors. In addition, the proposed project would comply with the City of Costa Mesa's permissible hours for construction (7:00 a.m. through 7:00 p.m. Monday through Friday and 9:00 a.m. through 6:00 p.m. Saturday), which would ensure that construction noise would not result in any substantial increase in nighttime noise levels in the project vicinity. Therefore, construction noise impacts on sensitive receptors in the project vicinity would be to less than significant and no mitigation would be required.

Operational/Stationary Source Noise Impacts

Less than significant impact. A significant impact will occur if the project results in an exceedance of the City's noise performance standards for stationary noise sources. A significant impact would occur if operational noise levels generated by stationary noise sources at the proposed project site would result in a substantial permanent increase in ambient noise levels in excess of any of the noise performance thresholds established by the City. According to Section 13-280 of the Municipal Code, the maximum permissible noise performance threshold for residential zones is 55 dBA L_{eq} during the daytime hours (7:00 a.m. to 11:00 p.m.) and 50 dBA L_{eq} during nighttime hours (11:00 p.m. to 7:00 a.m.).

Implementation of the proposed project would include operation of new mechanical ventilation equipment. Noise levels for residential-grade mechanical ventilation equipment systems range up to approximately 70 dBA L_{eq} at a distance of 3 feet. The proposed project would have residential-grade mechanical ventilation equipment for each proposed residential unit. The proposed mechanical ventilation equipment could be located as close as 25 feet from off-site receptors. At this distance, with minimal shielding from a 6-foot concrete wall, worst-case resulting noise levels could range up to approximately 25 dBA $L_{eq.}$ The noise calculation sheet is provided in Appendix G.

These operational noise levels would not exceed the City's noise performance thresholds of 50 dBA L_{eq} during nighttime hours as measured at the nearest residential property. Therefore, rooftop mechanical ventilation system operational noise levels would not result in a substantial permanent increase in noise levels in excess of established standards. The impact of mechanical ventilation equipment operational noise levels on sensitive off-site receptors would be less than significant.

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Operational/Mobile Source Noise Impacts

Less than significant impact. A significant impact would occur if project-generated traffic would result in a substantial increase in ambient noise levels compared with those that would exist without the proposed project. Typically, a doubling of the Average Daily Traffic (ADT) hourly volumes on a roadway segment is required in order to result in an increase of 3 dBA in traffic noise levels, which, as discussed in the characteristics of noise discussion above, is the lowest change that can be perceptible to the human ear in outdoor environments. Therefore, for the purposes of this analysis, a doubling of the existing ADT volumes would result in a substantial permanent increase in traffic noise levels.

According to the transportation analysis prepared Urban Crossroads,[54] the existing PM peak-hour trips on Bear Street adjacent to the project site are 97 AM peak-hour trips and 87 PM peak-hour trips. However, the proposed project would only generate 64 AM peak-hour trips and 83 PM peak-hour trips. Thus, the proposed project is expected to generate a net reduction of 33 AM peak-hour trips and 4 fewer PM peak-hour trips as compared to the trips generated by the existing land use.

Therefore, net new proposed project trips would not double existing traffic trips on any roadway segment in the project vicinity. Furthermore, this increase in trips would result in a less than 1 dBA increase in traffic noise levels along any roadway segment in the project vicinity. This increase is below a level that would be a perceptible increase and well below a level that would be considered a substantial increase in traffic noise levels. Therefore, the proposed project would not double average daily trips on Camden Avenue and Singletree Way adjacent to the project site and would not generate 3 dBA increase in traffic noise levels. Thus, the proposed project would not result in a substantial permanent increase in ambient noise levels from project-generated traffic trips, and mobile source operational noise impacts would be less than significant**.**

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less than significant impact. A significant impact would occur if the proposed project would generate groundborne vibration or groundborne noise levels in excess of established standards. The City of Costa Mesa has not adopted criteria for groundborne vibration impacts. The City has not established requirements regarding construction vibration impacts, therefore, for the purposes of this analysis, the FTA guidelines for vibration impacts are used to determine potential significant construction and operational-related vibration impacts.[55]

This section analyzes both construction and operational groundborne vibration and noise impacts. Groundborne vibrations consist of rapidly fluctuating motions within the ground that have an average motion of zero. Vibrating objects in contact with the ground radiate vibration waves through various soil and rock strata to the foundations of nearby buildings. Groundborne noise is generated when vibrating building components radiate sound, or noise, generated by groundborne vibration. In general, if groundborne vibration levels do not exceed levels considered to be perceptible, then

[54] Urban Crossroads. August 8. 3150 Bear Street Due Diligence Trip Generation Assessment. 2024.

[55] Federal Transit Administration (FTA). 2018. Transit Noise and Vibration Impact Assessment Manual. September.

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groundborne noise levels would not be perceptible in most interior environments. Therefore, this analysis focuses on determining exceedances of groundborne vibration levels.

Short-term Construction Vibration Impacts

Of the variety of equipment that would be used during construction, small vibratory rollers would produce the greatest groundborne vibration levels. Impact equipment such as pile drivers would not be used during construction of this project. Small vibratory rollers produce groundborne vibration levels ranging up to 0.101 inch per second (in/sec) PPV at 25 feet from the operating equipment.

The nearest off-site receptor to the project construction footprint where vibratory rollers would operate are the residential land uses on Tara Street, south of the project site. The closest structure to this site is the pool located approximately 25 feet from the nearest construction footprint where the small vibratory rollers would potentially operate. At this distance, groundborne vibration levels would range up to 0.1 in/sec PPV from operation of the types of equipment that would produce the highest vibration levels. This is well below the FTA's Construction Vibration Impact Criteria of 0.5 in/sec PPV for this type of structure, which is a pool constructed of reinforced concrete. Accordingly, construction activities would not adversely impact this structure.

The nearest residential structure is located approximately 25 feet from the nearest construction footprint where small vibratory rollers would potentially operate. At this distance, groundborne vibration levels would range up to 0.1 in/sec PPV from operation of the types of equipment that would produce the highest vibration levels. This is below the FTA's construction vibration damage criteria of 0.2 in/sec PPV for this type of structure, a building of nonengineered timber and masonry construction. As a result, construction of the proposed project would not expose nearby buildings to groundborne vibration levels in excess of their applicable FTA damage criteria, and this impact would be less than significant.

Operational Vibration Impacts

Implementation of the proposed project would not include any new permanent sources that would expose persons in the project vicinity to groundborne vibration levels that could be perceptible without instruments at any existing sensitive land use in the project vicinity. Additionally, there are no active sources of groundborne vibration in the project vicinity that would produce vibration levels that would be perceptible without instruments within the project site. Therefore, there would be no impact related to operational groundborne vibration.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less than significant impact. The airport nearest to the project site is John Wayne International Airport, located approximately 1.31 miles southeast of the project site. While aircraft noise is occasionally audible at the project site, due to the distance from the airport and the orientation of runways and flight patterns, the project site does not lie within the established noise contours of John

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Wayne International Airport and is not close enough to any other airports to be affected by aviation noise. Therefore, impacts of aviation noise would be less than significant. Because of the distance to the airport and the orientation of the runways, the project site lies outside of the 65 dBA CNEL noise contours of the airport. Therefore, implementation of the proposed project would not expose persons residing or working in the project vicinity to noise levels from airport activity that would exceed normally acceptable standards for the proposed land use development, and no impact would occur.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.14 Population and Housing *Would the project:*				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Environmental Evaluation

Setting

The City's 2021-2029 Housing Element projected that the City would reach a population of 113,900 persons by 2020.[56] However, according to the California Department of Finance, the City only has a population of 109,423 persons as of January 1, 2024.[57]

Would the project:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than significant. As described above, the City had a provisional population of 109,423 persons as of January 1, 2024.[58] According to the California Department of Finance the City has an average of

[56] City of Costa Mesa. 2021. Housing Element, Community Profile. Website: https://ftp.costamesaca.gov/costamesaca/planningcommission/agenda/2021/2021-12-13/PH-1-SuppMemo-3.pdf. Accessed November 12, 2024.

[57] California Department of Finance. 2024. Table 2: E-5 City/County Population and Housing Estimates, 1/1/2024. Website: https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fdof.ca.gov%2Fwp-content%2Fuploads%2Fsites%2F352%2FForecasting%2FDemographics%2FDocuments%2FE-5_2024_InternetVersion.xlsx&wdOrigin=BROWSELINK. Accessed November 12, 2024.

[58] Ibid.

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2.52 persons per household.[59] The proposed project would include the construction of 142 for-sale townhomes, which would increase the City's population by up to 358 persons based on the average household size.[60] This is approximately 0.3 percent of the City's existing population, which is a negligible increase. The City's 2021-2029 Housing Element projected that the City would reach a population of 113,900 persons by 2020.[61] Because the City has not yet reached the projected population by the start of 2025, and the proposed project would not result in an exceedance of this projection, the population growth resulting from the proposed project can be considered planned growth. Therefore, the proposed project would not induce unplanned population growth either directly or indirectly. Therefore, impacts would be less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No impact. There are no existing residences on-site. This precludes the possibility that the proposed project would displace people or housing. As such, no impact would occur.

Mitigation Measures

None required.

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[59] California Department of Finance. 2024. Table 2: E-5 City/County Population and Housing Estimates, 1/1/2024. Website: https://dof.ca.gov/forecasting/demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2024/. Accessed November 12, 2024.

[60] 2.52 persons per residential unit * 142 residential units = 357.84 persons

[61] City of Costa Mesa. 2021. Housing Element, Community Profile. Website: https://ftp.costamesaca.gov/costamesaca/planningcommission/agenda/2021/2021-12-13/PH-1-SuppMemo-3.pdf. Accessed November 12, 2024.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.15 Public Services *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*				
a) Fire protection?	☐	☐	☒	☐
b) Police protection?	☐	☐	☒	☐
c) Schools?	☐	☐	☒	☐
d) Parks?	☐	☐	☒	☐
e) Other public facilities?	☐	☐	☒	☐

Environmental Evaluation

Setting

The information in this section is based, in part, on correspondence with City of Costa Mesa public service providers, included as Appendix H of this report.

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire protection?

Less than significant impact. Costa Mesa Fire Department (CMFD) provides fire protection services to the project site. Costa Mesa Fire and Rescue is a full-service organization designed to provide essential public safety and emergency services to the community and its visitors.

Fire stations are strategically located in the City of Costa Mesa to ensure efficient demand response to all risk hazards and to maintain recommendations for response times. The project site is currently serviced by the CMFD via the existing infrastructure. Additionally, both automatic and mutual aid agreements exist with surrounding jurisdictions. The nearest station to the project site is Fire Station No. 2, located 0.43 mile south of the project site at 800 Baker Street. The proposed project would be

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required to comply with all currently adopted codes and standards at the time of plan submittal, including the CBC and California Fire Code. Furthermore, the proposed project would be required to include the provision of smoke detectors, fire extinguishers, and fire sprinklers in proposed buildings, and would be required to pay Fire Department development fees. In addition, the design of the proposed project would be submitted to CMFD for review and approval. Finally, the project applicant would be required to pay fire development fees for future fire facilities and equipment. Because the proposed project would comply with required codes and standards and would pay required fees and the project site is currently serviced by CMFD, impacts associated with fire protection services would be less than significant.

b) Police protection?

Less than significant impact. The Costa Mesa Police Department (CMPD) provides law enforcement and crime prevention services to the Citty. Officers operate out of the Costa Mesa Police Station, approximately 1.6 miles southwest of the project site located at 99 Fair Drive. CMPD also operates out of two substations located at South Coast Plaza and 567 West 18th Street. CMPD contracts with the Huntington Beach Police Department for airborne law enforcement patrols and related services.[62] CMPD operates under several divisions, including Administration, Field Operations, and support services. Decisions are further broken down into specialty areas such as Emergency Management, Patrol, Traffic Safety, Air Support, Crime Scene Unit, and others.[63]

The proposed project would add up to 368 residents to the City, potentially increasing the need for police protection. The existing project site is served by CMPD. The proposed project would include safety measures including nighttime security lighting at proposed units and fencing around detached townhomes to deter crime in at the project site. Furthermore, the proposed project would be reviewed by CMPD to ensure that safety measures are put in place to the satisfaction of the department. With the implementation of proposed safety measures, impacts related to police protection would be less than significant.

c) Schools?

Less than significant impact. The City of Costa Mesa is served by Newport-Mesa Unified School District (NMUSD). The District has four zones that it serves: the Corona Del Mar Zone, the Costa Mesa Zone, the Estancia Zone, and the Newport Harbor Zone. The project site is located within the Costa Mesa Zone, which contains four elementary schools (College Park Elementary, Killybrooke Elementary, Paularino Elementary, and Sonora Elementary), and Costa Mesa Middle/High School. Davis Magnet School and Monte Vista Independent School are also within the Costa Mesa Zone but have districtwide attendance boundaries.[64] NMUSD requires the payment of developer fees of $1.84

[62] City of Costa Mesa. Costa Mesa General Plan. Safety Element.

[63] City of Costa Mesa. Costa Mesa Police Department. Website: https://www.costamesaca.gov/government/departments-and-divisions/police. Accessed November 21, 2024.

[64] Newport-Mesa Unified School District (NMUSD). 2023. Feeder School Flow Chart. Website: https://web.nmusd.us/schools. Accessed November 21, 2024.

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per square foot for residential development. The project applicant would be required to pay such fees to reduce potential impacts to school facilities resulting from the proposed project. With the payment of fees, impacts would be less than significant.

d) Parks?

Less than significant impact. The City of Costa Mesa contains 25 neighborhood parks and seven community parks. In addition to these parks, the City is home to Talbert Regional Park, a regional nature preserve. The City strives to meet its minimum parkland ratio of 4.26 acres of parkland per 1,000 residents. As of 2015, the City had approximately 3.66 acres of parkland per 1,000 residents.[65]

The nearest park to the project site is Schiffer Park, located immediately west of the site across Bear Street. While the proposed project would include lawn areas, barbeque and picnic areas, and play equipment within the site, there is potential for increased use of Schiffer Park and other parks within the City as a result of the proposed project. The proposed project would be required to pay park development fees to offset any impacts resulting from the new residential development. These fees would be used to maintain existing parks within the City. With the payment of fees, impacts would be less than significant.

e) Other public facilities?

Less than significant impact. Other public facilities within the City include libraries. Libraries within the City include the Donald Dungan Library, and Mesa Verde Library, located approximately 3.53 miles southwest and 2.11 miles southwest of the project site. Population increase resulting from the proposed project would result in an increase in library usage of facilities within the City. The proposed project would be required to pay a library impact fee, as required by the City, to offset potential impacts to local libraries. With the payment of fees, impacts would be less than significant.

Mitigation Measures

None required.

[65] City of Costa Mesa. Costa Mesa General Plan. Open Space and Recreation Element.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.16 Recreation				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☒	☐	☐

Environmental Evaluation

Setting

The City of Costa Mesa owns and operates approximately 415 acres of developed neighborhood and community parks. The City maintains a park dedication standard of 4.26 acres of parkland for every 1,000 residents.[66] Pursuant to State law (State Government Code Section 66477), the City may collect up to 3.0 acres of parkland or in lieu fees from new residential subdivisions for every 1,000 residents. Accordingly, the City adopted a Local Park Ordinance to implement its park and recreational land dedication requirements (Title 13, Chapter XI, Article 5–Park and Recreation Dedications). However, to reach the goal of 4.26 acres per 1,000 residents, the City must pursue alternative funding sources for the additional park acreage and/or park improvements that exceed the State standard. Alternative funding sources include general fund revenues, development impact fees, federal and State grants, user group contributions, and school district joint-use contributions.[67]

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[66] City of Costa Mesa. 2015. General Plan, Open Space and Recreation Element. Website: https://www.costamesaca.gov/home/showpublisheddocument/34706/636740022584770000. Accessed November 12, 2024.

[67] Ibid.

The nearest park to the proposed project is Shiffer Park, located at 3143 Bear Street, which is 0.07 mile west of the project site. Shiffer Park is 6.72 acres and includes recreational amenities such as picnic tables, barbecues, playgrounds, and volleyball and basketball courts.[68]

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than significant impact. The proposed project would develop up to 146 townhomes. The City has an estimated population of 109,423 as of January 1, 2024. As discussed previously in Section 2.14, Population and Housing, given the proposed project would develop up to 146 dwelling units, the proposed project would generate up to 368 new residents, which could increase the demand on existing neighborhood and regional parks.

The proposed project would provide 78,392 square feet in total open space area which is less than the 111,784 square feet of required open space. However, because 5 percent of the total units proposed would be Affordable Housing units, the proposed project is requesting a waiver related to the required amount of open space. Furthermore, the proposed project would comply with the City's Park Impact Fee Ordinance, which requires developers to pay park and recreation fees in conjunction with the establishment of new residential units.[69] Therefore, with the construction of proposed park improvements and payment of the park impact fees, impacts would be less than significant.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Less than significant impact. The proposed project would result in up to 146 new residential units and up to 368 new residents, which would place additional demand on the existing parks, including the nearest parks, Shiffer Park and Paularino Park. The proposed project would provide open space and amenity areas throughout the project site. However, the proposed project does not include the construction or expansion of public recreational facilities. As described above, the proposed project would be required to pay park and recreation fees in accordance with the City's Park Impact Fee Ordinance. With the payment of park fees, the proposed project would not result in adverse physical impacts associated with such facilities, and impacts would be less than significant with mitigation incorporated.

Mitigation Measures

None required.

[68] City of Costa Mesa. 2024. Shiffer Park. Website: https://www.costamesaca.gov/government/departments-and-divisions/parks-and-community-services/map-of-city-parks-facilities/map-of-city-parks/shiffer-park. Accessed November 12, 2024.

[69] City of Costa Mesa. 2024. Municipal Code. Website: https://ecode360.com/42619108?highlight=development,fee,park,park%20fee&searchId=8724191438789860. Accessed November 12, 2024.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.17 Transportation *Would the project:*				
a) Conflict with a program plan, ordinance or policy of the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Environmental Evaluation

The analysis in this section is based, in part, on the project-specific Trip Generation Assessment[70] and Vehicle Miles Traveled Analysis[71] prepared by Urban Crossroads, Inc. included in Appendix H.

Would the project:

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less than significant impact. A Trip Generation Assessment was prepared to compare the trip generation of the existing site use with the proposed project. The existing site generates 530 daily two-way trips including 97 AM peak-hour trips and 87 PM peak-hour trips. The proposed project would generate 1,024 two-way trips including 64 AM peak-hour trips and 83 PM peak-hour trips. As shown on Table 13 below, the proposed project would result in a net increase of 494 two-way trips compared to the existing use.

[70] The Trip Generation Assessment assumed construction of 146 units.

[71] The Vehicle Miles Traveled Analysis assumed the construction of 146 units.

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Table 13: Trip Generation Comparison

	AM Peak-hour			PM Peak-hour			
	In	Out	Total	In	Out	Total	Daily
Former Use: TBN Building	90	7	97	8	79	87	530
Proposed Use: Multi-family/Affordable Housing	16	48	64	52	31	83	1,024
Net Change in Trips	**-74**	**41**	**-33**	**44**	**-48**	**-4**	**494**
Note: Negative value represents a reduction in comparison to the former use.							

City of Costa Mesa traffic guidelines require a Level of Service (LOS) based traffic study for development projects that generate 50 or more vehicle trip ends during a peak-hour.[72] As shown on Table 13 above, the proposed project is anticipated to generate fewer than 50 net new peak-hour trips in either peak-hour, which falls below the City's threshold. As such, no further analysis is required beyond what was analyzed in the project-specific Trip Generation Memorandum.

The proposed project would support City programs, plans, and ordinances related to pedestrian facilities through the provision of internal sidewalks and pedestrian pathways throughout the site, as well as through the provision of a pedestrian gate connecting to Olympic Avenue to allow neighbors to the east with a more direct walking path to Schiffer Park. In addition, a signalized intersection at the southwest corner of the site is proposed, along with a continental style crosswalk to provide improved pedestrian access to Schiffer Park. As such, the proposed project would be consistent with the City of Costa Mesa Pedestrian Master Plan, as well as policies related to pedestrian access found in the Circulation Element of the General Plan. As such, the proposed project would not conflict with a program plan, ordinance, or policy of the circulation system, including transit, roadway, bicycle and pedestrian facilities. Impacts would be less than significant.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

Less than significant impact. City Guidelines identifies the Orange County Transportation Analysis Model (OCTAM) as the appropriate tool for conducting VMT forecasting and analysis for land use projects in the City of Costa Mesa, as it considers interaction between different land uses based on socioeconomic data, such as population, households, and employment. The current version of OCTAM was last released in March 2019 and represents the most current sub-regional transportation

[72] The applicable thresholds under CEQA for evaluating potential impacts related to traffic and transportation, provide that traffic impacts are to be evaluated on the basis of the Vehicle Miles Traveled (VMT) that are generated by traffic serving or accessing a project. The use of VMT as the metric for evaluating traffic impacts under CEQA replaces the earlier practice of evaluating traffic primarily on the basis of vehicle delay, as reflected in traffic Level of Service (LOS) standards. Under the requirements of CEQA, vehicle delay as measured by LOS cannot be considered a significant impact on the environment (Public Resources Code [PRC] § 21099(b)(2); State CEQA Guidelines § 15064.3(b)(2).

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model for Orange County. Consistent with City Guidelines, VMT has been estimated using the Origin/Destination (OD) method and Boundary method. For both methods, VMT is presented as total VMT and VMT per Service Population. Total VMT is an estimate of total vehicle travel and considers all vehicle trips and trip purposes; whereas VMT per service population is an efficiency metric that represents VMT generated on a typical weekday per person who lives and/or works in the City of Costa Mesa or in the case of the proposed project, per person who resides within the project. Total VMT provides an estimate of the total vehicle travel, while VMT per service population measures the efficiency of travel. Consistent with City Guidelines, the efficiency metric VMT per service population has been adopted by the City of Costa Mesa for transportation impact analysis.

Origin/Destination (OD) VMT

The OD method for calculating VMT sums all weekday VMT generated by trips with at least one trip end in the study area (i.e., project boundary) and tracks those trips to their estimated origins/destinations. Origins are all vehicle trips that start in a specific Traffic Analysis Zone (TAZ) and destinations are all trips that end in a specific TAZ. Boundary VMT

City Guidelines also acknowledge that the VMT analysis should also contain an evaluation of a project's effect on VMT, which can be performed using the boundary method of calculating VMT. The boundary method is the sum of all weekday VMT on the roadway network within a designated boundary (i.e., City boundary). The boundary method estimates VMT by multiplying vehicle trips on each roadway segment within the boundary by that segment's length. This approach consists of all trips, including those trips that do not begin or end in the designated boundary. Consistent with City Guidelines, the County of Orange was used as the boundary for this assessment.

VMT Metric and Significance Threshold

According to City Guidelines, the proposed project's effect on VMT would be considered significant if it resulted in either of the following conditions to be satisfied:

1. The baseline link-level citywide VMT per service population increases under the plus project condition compared to the no project condition, or

2. The cumulative link-level citywide VMT per service population increases under the plus project condition compared to the no project condition.

City of Costa Mesa baseline VMT per service population value has been calculated using OCTAM. Table 14 presents the resulting City of Costa Mesa VMT per service population threshold of 22.0.

Table 14: City of Costa Mesa Baseline VMT Per Service Population

Service Population	Baseline
Service Population	257,088
VMT	6,661,448

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Service Population	Baseline
VMT per Service Population	25.9
Threshold 85% of City VMT per SP	22.0
Source: Urban Crossroads, 2024.	

Project-generated VMT was evaluated by converting the proposed project's projected dwelling units into an OCTAM compatible data set. The OCTAM model utilizes socioeconomic data (SED) (e.g., population) for the purposes of vehicle trip estimation. Table 15 presents the SED inputs added to the proposed project's TAZ to represent the project in OCTAM.

Table 15: City of Costa Mesa Baseline VMT Per Service Population

Land Use	Dwelling Units	Conversion Factor[1]	Population
Service Population	146	2.18 persons per household	318

[1] Person per household was maintained using data contained in Orange County Transportation Analysis Model (OCTAM).
Source: Urban Crossroads, 2024.

Project Generated VMT

Table 16 shows project-generated OD VMT and the resulting OD VMT per service population for baseline and cumulative conditions. As shown in Table 3, the proposed project would generate OD VMT per service population above the City's threshold under baseline conditions.

Table 16: Project Generated VMT

Service Population	Baseline	Cumulative
Service Population	318	318
VMT	7,712	6,729
VMT per Service Population	24.3	21.2
Threshold 85% of City VMT per Service Population	22.0	22.0
	Yes	No
Source: Urban Crossroads, 2024.		

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As shown in Table 16, the proposed project would exceed the threshold under the baseline condition. Therefore, the proposed project would be required to provide measures to mitigate his impact to a level below the City's threshold. A minimum reduction of 10.5 percent would be required.

VMT Mitigation Measures

The California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (Handbook) was utilized to determine trip reduction measures that may be applicable to the proposed project. The Handbook describes methods to quantify reductions in greenhouse gas emissions and in the case of Transportation measures, the associated reductions to VMT. This evaluation focuses on a review of the Handbook's Transportation measures that are determined to be applicable to the proposed project.

To determine which transportation measures should be considered from the Handbook, land use type, scale, and locational context are each identified as key factors for determining an individual measure's applicability to a project. The Handbook contains a factsheet for each measure that describes the measure, locational context, scale of application, implementation requirements, and other considerations that should be reviewed to determine a measure's applicability.

Project Type

Project type is an important consideration when determining which measures are applicable for consideration. For example, measures associated with neighborhood design are not applicable to an office project, whereas trip reduction programs intended to reduce employee commute VMT would not be applicable to a residential project.

Scale

The Handbook identifies that measures can be applied at different scales or geographic levels, however, "some measures may only be applicable at the project-level, whereas others may be more appropriate within a broader planning context such as for a general plan or climate action plan." The geographic levels considered in the Handbook include Project/Site and Plan/Community. Project/Site applies to measures that can reduce VMT at the scale of an individual development project or employer. Plan/Community refers to measures that reduce VMT at the scale of a specific plan, general plan, or climate action plan. Transportation measures can be quantified at either the Project/Site scale or the Plan/Community scale but never both.

Locational Context

The Handbook describes locational context as "used to identify trip reduction measures within the transportation sector that are appropriate in certain types of neighborhoods differentiated by transportation characteristics and level of development (e.g., rural, suburban, and urban)."

More specifically, rural, suburban, and urban are defined as follows:

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Rural: An area characterized by little development. Compared to urban and suburban areas, rural areas have a lower density of residences, higher numbers of single-family residences, and higher numbers of vehicle-dependent land use patterns. Where applicable, the Handbook provides three land use distinctions within the rural locational context category—R_a, R_b, and R_c. R_a refers to rural areas within a master planned community. These rural areas often include a broad offering of amenities and services, which may be accessed by walking or other alternative forms of transportation. R_b refers to rural areas adjacent to a commuter rail station with convenient rail service to a major employment center. As the name implies, these rural areas have greater access to commuter rail as an alternative mode of transportation. R_c refers to rural areas with transit service and that are near jobs/services.

Suburban: An area characterized by dispersed, low-density, single-use, automobile dependent land use patterns, usually outside of the central city. Also known as a suburb.

Urban: An area located within the central city with higher density land uses than in the suburbs. Often characterized by multi-family housing, tall office buildings, and dense retail.

The proposed project's locational contest is determined to be suburban.

Project Design Features–VMT Reduction

T-1 Increase Residential Density

The VMT Analysis notes that an increase in density is considered to be a project design feature that generally results in VMT reductions. Increased density would reduce VMT associated with the proposed project because it would place residents in proximity to several public transportation options, services and amenities. This accounts for the VMT reduction achieved by a project that is designed with a higher density of dwelling units compared to the average residential density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in VMT. Table 17 below shows the calculation variables and formula used to calculate VMT reduction.

Table 17: Calculation Variables and Formula

ID	Variable		Unit	Source
Output				
A	Percent reduction in GHG emissions from project VMT in study area	0-30.0	percent	Calculated
User Inputs				
B	Residential density of project development	—	Du/acre	User input

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ID	Variable		Unit	Source
Output				
Constants, Assumptions, and Available Defaults				
C	Residential density of typical development	9.1	Du/acre	Ewing et al. 2007
D	Elasticity of VMT with respect to residential density	-0.22	unitless	Ewing et al. 2007
Source: Urban Crossroads, 2024.				

The following formula is used:

$$A = \frac{B - C}{B} \times D$$

Project TAZ 1246 in the horizon year model is approximately 212 acres and contains assumed households totaling 1,757 dwelling units, which does not include the proposed project. As calculated, Project TAZ 1246 results in a density of 8.3 du/acre. In order to provide a conservative estimate of VMT reduction, the higher national typical residential unit density documented in the Handbook of 9.1 du/acre was used,

The proposed project, as contemplated, would develop 142 dwelling units on approximately 6.2 acres, resulting in 23.5 du/acre.

$$-34.8\% = \frac{23.5 - 9.1}{9.1} \times -0.22$$

As calculated above, the proposed project as designed is expected to reduce its VMT per service population by 33.4 percent. However, the Handbook has placed a reduction cap of 30 percent to limit the influence of any single built environmental factor (such as density). Projects that implement multiple land use strategies (e.g., density, design, diversity of uses) will show more of a reduction than relying on improvements from a single built environment factor. The proposed project as designed is expected to reduce its VMT impact by 30 percent, which exceeds the required 10.5 percent VMT reduction to be below the City's impact threshold.

Cumulative VMT Impacts

The proposed project's effect on VMT was calculated using the boundary method. Land use information representing the proposed land use changes contemplated by the proposed project were coded into the project TAZ to represent the "With Project" condition. Table 18 summarizes the

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boundary VMT under the No Project and With Project scenarios for both baseline and cumulative conditions.

Table 18: Boundary VMT

Scenario	Baseline		Cumulative	
	No Project	With Project	No Project	With Project
Service Population	219,336	219,411	236,264	236,339
Boundary VMT	3,326,733	3,326,428	3,412,324	3,412,096
VMT per Service Population	15.2	15.2	14.4	14.4
Change in VMT per Service Population	0.0		0.0	

The boundary VMT was found to increase under the With Project scenario for both the baseline and cumulative conditions, as expected when increases in development are added to the model. However, to measure the efficiency of a land use project or land use plan, the boundary VMT was divided by the service population to frame an efficiency metric. The resulting VMT per service population was found to remain the same in the With Project scenario under both conditions.

Although the proposed project was not screened out from the City's screening criteria because it was initially found to generate VMT per service population exceeding the City's threshold, with the implementation of project design features through the inclusion of an increased residential density, the proposed project's VMT per service population would be reduced below the City's impact threshold. As such, impacts related to VMT would be less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than significant impact. The proposed project would develop 142 for-sale 2- and 4-story townhomes on an existing developed site. The proposed project would connect to existing Olympic Avenue and provide improved connectivity to Bear Street. The proposed project does not include sharp curves or dangerous intersections. As such, impacts would be less than significant.

d) Result in inadequate emergency access?

Less than significant impact. Signalized access to the project site would be provided via an existing driveway on Bear Street. An internal private roadway system would provide two-way access to each units' parking garage as well as guest parking spaces distributed throughout the site. A secondary emergency vehicle access exists at the east edge of the property near the terminus of Olympic Avenue. This gated access will remain to provide access for emergency vehicles. The access will be redesigned with a new Knox box gate and a pedestrian gate on a timer to accommodate pedestrian access into the project site during park hours, allowing existing neighbors to the east to utilize a more

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direct walking path to Shiffer Park. As such, the proposed project would provide adequate emergency access to the site. Impacts would be less than significant.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.18 Utilities and Service Systems *Would the project:*				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

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Environmental Evaluation

Setting

According to the Mesa Water District's 2020 Urban Water Management Plan (UWMP), the City relies on Mesa Water meets all water demands through a combination of local groundwater, recycled water and, if needed, imported water. Mesa Water works together with two primary agencies, Municipal

Water District of Orange County (MWDOC) and OCWD, to ensure a safe and reliable water supply that will continue to serve the community in periods of drought and shortage. The sources of imported water supplies include water from the Colorado River and the California State Water Project (SWP) provided by Metropolitan Water District of Southern California (MET) and delivered through MWDOC.

As discussed in Section 1.4, Project Description, water services for the proposed project would be provided by Mesa Water District. The proposed project would connect to an existing 6-inch domestic water line within Olympic Avenue and an existing 12-inch water line within Bear Street. The proposed project would connect to an existing storm rain to the northwest of the project site and an existing 8-inch sanitary sewer lines within Olympic Avenue. An existing hydrant is located adjacent to the project site on Olympic Avenue as well as diagonally across Bear Street near the entrance of Shiffer Park.

Would the project:

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than significant impact. The proposed project would be served by six new transformers. Electrical service is currently available in the project area and would be provided by SCE. Natural gas would be provided by Southern California Gas Company (SoCalGas) and communication systems would be provided by AT&T and Comcast Cable. The project site is currently developed, and the proposed project would connect to existing electrical, natural gas, and communication systems. The proposed project would connect to existing water lines and would be served by the Mesa Water District. Additionally, the proposed project would connect to existing sanitary sewer lines and would be served by the CMSD.

All existing storm drains within the project site would be removed and replaced. Additionally, the proposed project would connect to existing storm drains within Bear Steet. Stormwater from the proposed development would be intercepted by downspouts and new area drains that convey stormwater into two separate proprietary biofiltration BMPs to meet water quality objectives as required by the MS4 Permit. Stormwater flows would then enter the public storm drain.

Overall surface drainage would maintain the existing flow from south to north. The existing condition topography previously discussed has an overall grade tilting from southeast to northwest. However, the proposed condition will be graded from southwest to northeast. The subsurface storm drain network would retain the overall existing drainage pattern, maintaining the off-site discharge to storm drain facilities at the northwest corner of the site.

As the proposed storm drain system would be designed consistent with the WQMP, the addition of the new storm drain would not cause significant environmental effects. Further, the new transformers would connect to the existing underground vault and would not cause significant environmental effects. Impacts would be less than significant.

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b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than significant impact. As discussed above, the proposed project would connect to existing water lines and system. The 2020 UWMP includes a supply and demand assessment for projected years between 2025 and 2045 for normal year, single dry year, and multiple years. For each scenario the UWMP indicates that the City would be able to meet the projected water demand based on the available supply. The demands are expected to be met through a combination of local groundwater, recycled water and, if needed, imported water. Mesa Water works together with two primary agencies, MWDOC and OCWD, to ensure a safe and reliable water supply that will continue to serve the community in periods of drought and shortage.[73] The UWMP accounts for projected water demand based on water consumption by single- and multi-family residences, commercial, and institutional/government customers. The UWMP also accounts for projected land use, population, economic growth, and future conservation.[74]

As noted in the UWMP, the City would have sufficient water supply for normal year, single dry year, and multiple years. According to the California Department of Finance the City has an average of 2.52 persons per household.[75] The proposed project would include the construction of up to 146 for-sale townhomes, which would increase the City's population by up to 368 persons based on the average household size.[76] Based on Mesa Water District's 2020 target consumption of 143 gallons per capita per day (GPCD), estimated water generation for a multi-family development is estimated to be 360.4 gallons per day (GPD) per unit. For the 146 units under the proposed project, this would result in 52,618.4 gallons or 0.16 acre-feet of water. As noted in the UWMP, the projected water use in 2025 is 16,354 acre-feet. Therefore, the small projected water use of the proposed project can be reasonably considered a part of the existing demand projections in the UWMP. As such, the proposed project would not significantly impact water supplies. Impacts would be less than significant.

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less than significant impact. As discussed above, the proposed project would connect to existing sanitary sewer lines. The CMSD is responsible for maintenance of the City's sewer and storm drain lines. CMSD maintains 224 miles of gravity sewer mains ranging from 8-inches to 30-inches in diameter. There are approximately 5,650 sewer manholes within the system, which are used as access points for cleaning and inspection purposes. As of 2019, CMSD's wastewater system contains a total of 47,471 connections to single-family residences, multi-family residences, commercial

[73] Mesa Water District. 2021. 2020 Urban Water Management Plan. June.

[74] Ibid.

[75] Ibid.

[76] 2.52 persons per residential unit * 146 residential units = 367.92 persons

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properties, and industrial properties.[77] CMSD's wastewater collection system collects and transports wastewater from homes and businesses to the Orange County Sanitation District (OC San), where it is treated and recycled.[78]

A Municipal Service Review was prepared for OC San in 2020.[79] The purpose of the review was—in part—to review and study future growth in the service area and to determine whether OC San can efficiently, equitably, and reliably provide services. At the time of the review OC San was providing service to approximately 2.6 million people, and it was projected that by 2040 the OC San service area would include 2.8 million residents and 940,653 housing units. The review determined that OC San existing and planned operations and infrastructure are able to meet current and future service demands.[80] Utilizing OC San's average wastewater generation rate of 75 GPCD, the proposed project would result in approximately 189 gallons per unit per day or up to 27,594 total gallons of wastewater per day. Based on the Municipal Service Review conclusions, OC San would have adequate capacity to serve the wastewater demands of the proposed project. Therefore, impacts would be less than significant.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than significant impact. The CMSD is an independent special district formed in 1944 under the Sanitary District Act of 1923. CMSD is responsible for residential solid waste collection and its transmittal to recycling facilities for sorting, recycling, and disposal for the City of Costa Mesa and small portions of Newport Beach and unincorporated Orange County, serving a population of approximately 118,000.[81] Solid waste is disposed of in Orange County landfills. Currently, there are three active landfills that are owned and operated by the County, including Frank R. Bowerman Landfill in Irvine, Olinda Alpha Landfill in Brea, and Prima Deshecha Landfill in San Juan Capistrano. To ensure that the maximum permitted daily tonnage at a particular landfill is not exceeded, refuse trucks may have to transport material among one another. The majority of this waste is taken to the Olinda Alpha Sanitary Landfill. The Olinda Alpha Landfill is the closest facility to the project site and would likely be the solid waste facility most often receiving waste from the project site.[82] According to the California Department of Resources Recycling and Recovery (CalRecycle) Solid Waste Information System (SWIS), the Olinda Alpha Sanitary Landfill has a maximum daily throughput of

[77] Costa Mesa Sanitary District (CMSD). 2024. Sewer System Information. Website: https:// www.cmsdca.gov/sewer/sewer_system_information/index.php. Accessed November 12, 2024.

[78] Ibid.

[79] Orange County Local Agency Formation Commission (Orange County LAFCo). 2020. Municipal Service Review for the Orange County Sanitation District. Final Report. September 9, 2020.

[80] Ibid.

[81] Costa Mesa Sanitary District (CMSD). 2024. About Us. Website: https:// www.cmsdca.gov/who_we_are/about_us.php. Accessed November 12, 2024.

[82] California Department of Resources Recycling and Recovery (CalRecycle). 2024. SWIS Facility/Site Activity Details, Olinda Alpha Landfill. Website: https:// www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2757?siteID=2093. Accessed November 12, 2024.

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8,000 tons per day and a remaining capacity of 17,500,000 cubic yards as of October 2020.[83] Prima Deshecha Landfill has a maximum daily throughput of 4,000 tons per day and a remaining capacity of 128,800,000 cubic yards as of September 2023.[84] Frank R. Bowerman Landfill has a maximum daily throughput of 11,500 tons per day and a remaining capacity of 205,000,000 cubic yards as of February 2008.[85]

CalRecycle provides a solid waste generation factor to estimate the amount of solid waste generated by residential projects.[86] Using the generation rate of 12.23 pounds (lbs) per household per day for residential development, the proposed project would generate approximately 1,785.58 pounds per day of solid waste, or approximately 0.89 tons per day (based on 146 residential units)—which is well within the maximum daily capacity and remaining capacity of the three landfills. Therefore, Orange County landfills would have sufficient capacity to serve the proposed project and solid waste generated during construction and operations would represent a negligible increase compared to the daily permitted tonnage. Additionally, the proposed project would also include recycling programs to reduce solid waste and comply with all applicable regulations for solid waste. The impact would be less than significant, and no mitigation is required.

e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?

Less than significant impact. The City complies with all federal, State, and local statutes and regulations related to solid waste. Regulations specifically applicable to the proposed project include the California Integrated Waste Management Act of 1989 (AB 939), SB 2202, SB 1016, 2019 CALGreen Section 4.408, and AB 341, which requires multiple-family residential development and commercial uses to implement recycling programs.

In 1989, the Legislature adopted the California Integrated Waste Management Act of 1989 (AB 939), in order to "reduce, recycle, and reuse solid waste generated in the State to the maximum extent feasible." AB 939 established a waste management hierarchy and required that each county prepare a new Integrated Waste Management Plan and each City prepare a Source Reduction and Recycling Element (SRRE) by July 1, 1991. The SRRE is required to identify how each jurisdiction would meet the mandatory State waste diversion goal of 50 percent by and after the year 2000.

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[83] California Department of Resources Recycling and Recovery (CalRecycle). 2024. SWIS Facility/Site Activity Details, Olinda Alpha Landfill. Website: https:// www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2757?siteID=2093. Accessed November 12, 2024.

[84] California Department of Resources Recycling and Recovery (CalRecycle). 2024. SWIS Facility/Site Activity Details, Prima Deshecha Landfill. Website: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2750?siteID=2085. Accessed November 12, 2024.

[85] California Department of Resources Recycling and Recovery (CalRecycle). 2024. SWIS Facility/Site Activity Details, Frank R. Bowerman Landfill

[86] California Department of Resources Recycling and Recovery (CalRecycle). 2024. Estimated Solid Waste Generation Rates. Website: https:// www2.calrecycle.ca.gov/WasteCharacterization/General/Rates. Accessed November 12, 2024.

SB 2202 made a number of changes to the municipal solid waste diversion requirements under A 939. These changes included a revision to the statutory requirement for 50 percent diversion of solid waste to clarify that local governments shall continue to divert 50 percent of all solid waste on and after January 1, 2000.

SB 1016 introduced a per capita disposal measurement system that measures the 50 percent diversion requirement using a disposal measurement equivalent. The Bill repealed the State Water Board 2-year process, requiring instead that the State Water Board make a finding whether each jurisdiction was in compliance with the Act's diversion requirements for calendar year 2006 and to determine compliance for the 2007 calendar year and beyond, based on the jurisdiction's change in its per capita disposal rate. The State Water Board is required to review a jurisdiction's compliance with those diversion requirements in accordance with a specified schedule, which is conditioned upon the State Water Board finding that the jurisdiction complies with those requirements or has implemented its SRRE and household hazardous waste element. The Bill requires the State Water Board to issue an order of compliance if the State Water Board finds that the jurisdiction has failed to make a good faith effort to implement its SRRE or its household hazardous waste element, pursuant to a specified procedure. The per capita disposal rate is a jurisdiction-specific index, which is used as one of several "factors" in determining a jurisdiction's compliance with the intent of AB 939 and allows CalRecycle and jurisdictions to set their primary focus on successful implementation of diversion programs.

SB 1383 requires counties to take the lead collaborating with the jurisdictions located within the county in planning for the necessary organic waste recycling and food recovery capacity needed to divert organic waste from landfills into recycling activities and food recovery organizations.

CALGreen Section 4.408 requires preparation of a Construction Waste Management Plan that provides an overview of ways in which the applicant would recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition debris. During the construction phase, the proposed project would be required to comply with CALGreen through the recycling and reuse of at least 65 percent of the nonhazardous construction and demolition debris from the project site.

Participation in the City's recycling programs during project construction and operation, including CalRecycle's requirements, would ensure that the proposed project would not conflict with federal, State, and local statutes and regulations related to solid waste. Additionally, solid waste would be disposed of at existing Orange County Waste and Recycling landfills. Disposal of solid waste would comply with all federal, State, and local statutes and regulations related to solid waste. During operation, the proposed project would include receptacles for recyclables and garbage. Thus, impacts would be less than significant, and no mitigation is required.

Mitigation Measures

None required.

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Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.19 Wildfire *If located in or near State Responsibility Areas or lands classified as very high fire hazard severity zones, would the project:*				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Environmental Evaluation

Setting

The CAL FIRE FHSZ Map indicates that the project site is not within an SRA. The closest SRA is approximately 9.05 miles northeast of the project site. No part of Costa Mesa is listed as an SRA or located within a Very High FHSZ.[87]

[87] City of Costa Mesa. 2025. General Plan Safety Element. Website: https://www.costamesaca.gov/home/showpublisheddocument/34702/636740022576330000. Accessed November 12, 2024.

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Would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No impact. The proposed project is not located within an SRA. The Costa Mesa Disaster Plan serves as the community's EOP, which provides guidance during emergency situations and natural disasters. The plan addresses potential large-scale disasters that require a coordinated and immediate response. The General Plan Safety Element designates I-405 and SR-73 as evacuation routes for the City. The project site is within 0.25 mile of each of these evacuation routes and both would serve the project site in the event of an emergency.

The proposed project would not impede use of the road for emergencies or access for emergency response vehicles. Therefore, the proposed project would not result in inadequate emergency access. As such, no impact would occur.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No impact. The proposed project is not located within an SRA. The project site is located in an urbanized, flat area and does not include features with the potential to exacerbate wildfire. The site and its surrounding area have no history of wildfire.[88] As described above, the project site is not located in an SRA Very High FHSZ. Therefore, the proposed project would not expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. No impact would occur.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No impact. The proposed project is not located within an SRA or Very High FHSZ. The project site is located in an urbanized area of the City and would connect to existing infrastructure that currently serves the site and the surrounding area. The proposed project would not include the installation of infrastructure that would exacerbate wildfire risk. Therefore, the proposed project would not exacerbate fire risk. No impact would occur.

[88] California Department of Forestry and Fire Protection (CAL FIRE). 2020. California Wildfire History Map. Website: https://projects.capradio.org/california-fire-history/#6/38.58/-121.49. Accessed October 3, 2024.

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d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No impact. The proposed project is not located within an SRA. The project site is flat and is not located within an area identified as having a potential for landslides by the California Geological Survey.[89] As described above, the project site is not located in an SRA within a Very High FHSZ. The proposed project does not have other features with the potential to exacerbate wildfire, downstream flooding, or landslide risks. Furthermore, the proposed project is not located in an area designated as an area of 0.2 percent annual chance flood hazard zone and would not be subject to flood hazards.[90] Therefore, the proposed project would not contribute to runoff or flooding. No impact would occur.

Mitigation Measures

None required.

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[89] California Department of Conservation. 2024. Geologic Hazards. Website: https://maps.conservation.ca.gov/geologichazards/DataViewer/index.html. Accessed October 3, 2024.

[90] Federal Emergency Management Agency (FEMA). 2024. FEMA's National Flood Hazard Layer Viewer. Website: https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-117.93768185224067,33.63323283538241,-117.81803387250437,33.70466581971302. Accessed October 3, 2024.

Environmental Issues	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
2.20 Mandatory Findings of Significance				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

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Environmental Evaluation

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less than significant impact with mitigation incorporated. As concluded in Section 2.4, Biological Resources, the project site has the potential to provide suitable habitat for Cooper's hawk and other nesting birds. These impacts would be reduced with the implementation of MM BIO-1a and MM BIO-1b. The proposed project would not affect wildlife or wildlife corridors or impede the use of a wildlife nursery, would not conflict with local policies and ordinances protecting biological resources, and would not conflict with any local, regional, or State conservation plans. Therefore, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. As evaluated and disclosed in Section 2.5, Cultural Resources and Tribal Cultural Resources, the project site does not contain known historically or culturally significant resources, and the potential impact to unidentified archaeological resources is low due to the site's developed nature. However, implementation of MM CUL-1, MM CUL-2, and MM CUL-3 would be required to reduce any potential impacts related to the unanticipated discovery of human remains and TCRs. Therefore, project implementation would not eliminate important examples of the major periods of California history. Impacts would be less than significant with the implementation of mitigation.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than significant impact with mitigation incorporated. The proposed project would not result in any cumulative impact for those thresholds that were determined to be "no impact" as discussed above. For those thresholds that were determined to be less than significant or less than significant with mitigation, the proposed project would not have a cumulatively considerable contribution to any cumulative impact. Potential impacts associated with past and present projects are considered as part of the baseline conditions, and reasonably foreseeable future development are considered in terms of agency projections and adopted planning documents. Accordingly, as discussed throughout this document, there are no known cumulative impacts.

Further, as discussed throughout this document, the proposed project would not have a cumulatively considerable contribution to the less than significant cumulative impacts. The proposed project would

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include standard conditions that would be imposed on the proposed project pertaining to procedures to protect air quality, and mitigation measures would be required to reduce impacts related to biological resources, cultural resources, and geology and soils. Compliance with these standard conditions would minimize project impacts and ensure that project impacts remain less than significant. Because of the number of trips generated by the proposed project, the proposed project would not result in cumulatively considerable impacts related to traffic and circulation. No significant adverse environmental effects on human beings would result, either directly or indirectly, from the proposed project. Cumulatively, the proposed project would not result in any significant impacts that would substantially combine with impacts of other current or probable future impacts. Therefore, the proposed project, in conjunction with other future development projects, would not result in any cumulatively considerable impacts. As such, impacts would be less than significant.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than significant impact with mitigation incorporated. There are no known substantial adverse effects on human beings that would be caused or exacerbated by the proposed project. As concluded within these environmental impact analyses and as summarized above, the proposed project would result in less than significant environmental impacts. Project compliance with the mitigation measures contained in this Draft IS/MND would ensure that the proposed project's impacts on human beings are less than significant. Additionally, the proposed project would have a beneficial impact by creating needed housing within the City that would further the goals of the City's General Plan to provide additional housing options for various income levels. Impacts are less than significant, and no mitigation is required.

Mitigation Measures

Implement MM AIR-1, MM BIO-1a, MM BIO-1b, MM CUL-1, MM CUL-2, MM CUL-3, MM GEO-1, and MM GEO-2.

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Memorandum

Date: July 8, 2025

To: Christopher Yeager, Senior Planner
City of Costa Mesa

From: Cecilia So, Associate Director
FirstCarbon Solutions (FCS)

Subject: Responses to Comments for the Bear Street Residential Project in Costa Mesa, California

FirstCarbon Solutions (FCS) is pleased to submit this Response to Comments memorandum for the proposed Bear Street Residential Project (proposed project) in the City of Costa Mesa (City).

To date, the following letters have been received with regard to the proposed project:

- **Letter A:** Letter from Brent Millard (MILLARD), dated May 3, 2025.
- **Letter B**: Letter from the California Department of Toxic Substances Control (DTSC), dated May 8, 2025.
- **Letter C**: Letter from the California Department of Transportation (Caltrans), District 12, dated June 2, 2025.

Although a lead agency is not required to provide written responses to comments on Negative Declarations or Mitigated Negative Declarations under the California Environmental Quality Act (CEQA), the City of Costa Mesa has evaluated the comments received on the Bear Street Residential Project Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND) and has elected to provide responses to comments. None of the comments received included information resulting in the need to recirculate the Draft IS/MND or to prepare an Environmental Impact Report (EIR).

This letter includes a list of the comments and responses to comments on the Draft IS/MND. A copy of the letters received regarding the Draft IS/MND are included as Attachment A, B, and C, respectively.

ERRATA

Minor revisions to the Draft IS/MND are included below in ~~strikeout~~/underline and are editorial in nature. Project Design Feature 2 below has been added to reflect the findings of the Health Risk Assessment (HRA) Memorandum prepared for the proposed project.

Section 1.4.6, Project Design Features

Page 4

Project Design Feature ~~2~~1 (PDF-~~2~~1): Use of Clean Construction Equipment to Minimize DPM

All off-road equipment equal to or greater than 50 horsepower shall meet either United States Environmental Protection Agency (EPA) or California Air Resources Board (ARB) Tier 3 standards with Level 3 Verified Diesel Emission Control Strategy (VDEC) filters.[4] The project applicant shall submit a construction management plan to the City of Costa Mesa's Planning Division for review and approval prior to issuance of any grading and building permits. The construction management plan shall demonstrate that the off-road equipment used on-site to construct the proposed project would comply with these specified off-road emission standards. Off-road equipment descriptions and information included in the construction management plan may include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number.

[4] Equipment meeting Tier 4 standards achieves the required reductions and specifications in PDF-~~2~~1 without VDECs.

Project Design Feature 2 (PDF-2): Installation of High-efficiency HVAC Systems to Reduce Indoor Exposure to Air Pollutants

All new residential units constructed as part of the proposed project shall be equipped with positive static pressure forced heating, ventilation, and air conditioning (HVAC) systems. These systems shall include high-efficiency air filtration using Minimum Efficiency Reporting Value (MERV) 14 filters or higher in the air intake.

The project applicant shall submit HVAC system specifications and a mechanical plan to the City of Costa Mesa's Planning Division for review and approval prior to the issuance of any building permits. The submitted documentation shall demonstrate that the HVAC systems are designed to maintain positive indoor air pressure and are equipped with MERV 14 or higher filters. Documentation may include, but is not limited to, HVAC system design drawings, filter specifications, manufacturer certifications, and calculations verifying positive pressure performance.

Project Design Feature ~~1~~3 (PDF-~~1~~3): All-electric Development

The proposed project shall be designed as an all-electric development, which requires that all appliances installed into the proposed townhomes be electric powered and no natural gas lines shall be run to the proposed townhome buildings.

Project Design Feature ~~3~~4 (PDF-~~3~~4): T-1 Increase Residential Density

This measure accounts for the Vehicle Miles Traveled (VMT) reduction achieved by a project that is designed with a higher density of dwelling units compared to the average residential density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in VMT.

Section 2.3, Air Quality

Page 37, Localized Construction Analysis

The proposed project would be required to comply with SC AIR-1 (consistent with SCAQMD Rule 403) and would implement PDF-~~2~~1. Incorporation of SC AIR-1 and PDF-~~2~~1 would ensure that the project-generated emissions of PM_{10} and $PM_{2.5}$ would be controlled during the construction period. In addition, SC AIR-2 would ensure that all architectural coatings used on-site would meet the VOC content requirements of SCAQMD Rule 1113. Accordingly, with adherence to standard conditions and incorporation of mitigation, the proposed project's on-site construction-related criteria air pollutant and ozone precursor concentrations would not expose sensitive receptors to substantial pollutant concentrations. This impact would be less than significant.

Page 40, Toxic Air Contaminant Construction Analysis

The estimated health and hazard impacts at the Maximally Exposed Individual Receptor (MEIR) from the proposed project's construction emissions are provided in Table 5. The results in Table 5 incorporate PDF-~~2~~1, which stipulates that construction of the proposed project would include the use of Tier 3 engines with Level 3 VDEC filters for all construction equipment equal to or greater than 50 horsepower. Equipment meeting Tier 4 standards achieves the required reductions and specifications in PDF-~~2~~1 without VDECs.[22]

[22] The Tier 4 scenario is modeled as Tier 4 Interim equipment and is included as part of Appendix A.

Page 41, The Proposed Project as a Receptor

~~Furthermore, the proposed project would be built and developed in compliance with all applicable regulations.~~ Compliance with the 2022 California Building Energy Efficiency Standards requires the installation of Minimum Efficiency Reporting Value (MERV) 13 filters~~, which would serve to reduce potential cancer risks and $PM_{2.5}$ concentrations at the project site during project operations~~. The installation of MERV 14 filters, as outlined in PDF-2, surpasses the requirements mandated by the building code standards, thereby providing enhanced air filtration and improved indoor air quality during project operations.

Many heating, ventilation, and air condition (HVAC) filters available in the United States are rated for their particle removal efficiency using a laboratory test procedure described in the American Society of Heating, Refrigerating, and Air Conditioning Engineers Standard 52.2-2012, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. Minimum removal efficiency values are used to assign HVAC filters a single efficiency metric MERV. In general, the higher the MERV for a filter, the greater the removal efficiency for one or more particle size. Single-pass outdoor-origin

$PM_{2.5}$ removal efficiencies range from less than 10 percent for MERV 6 to over 95 percent for MERV 16 and high-efficiency particulate air (HEPA) filters.

Research has shown that buildings with positive static pressure HVAC systems with MERV 13 air filters result in a 50 percent reduction in particulates sized 0.3–1.0 microns ($PM_{2.5}$ and PM_{10}), result in an 85 percent reduction in particulates sized 1.0–3.0 microns ($PM_{2.5}$ and PM_{10}), and result in a 90 percent reduction in particulates sized 3.0–10.0 microns (PM_{10}) when compared to outdoor levels of particulates~~, substantially reducing impacts from TACs for future residents included as part of the proposed project~~.

The efficiency rates for MERV 14 filters are summarized below:

- efficiency for particulates sized 0.3–1.0 microns ($PM_{2.5}$ and PM_{10}): ≥90 percent;
- efficiency for 1.0–3.0 µm particles ($PM_{2.5}$ and PM_{10}): ≥95 percent; and
- efficiency for 3.0–10.0 µm particles (PM_{10}): ≥98 percent.

Section 2.6, Energy

Page 63, Long-term Operational Impacts

The proposed residential buildings would be built all-electric (consistent with PDF-~~1~~3), and the proposed project would install solar photovoltaic (PV) systems that would generate renewable energy to offset the building's energy consumption.

Page 64, Impact b

Additionally, the proposed project is planned to be an all-electric design (as detailed in PDF-~~1~~3) and would therefore utilize more renewable energy sources during project operation compared to typical existing development.

Page 66, Impact b

While several of these policies are requirements at City level or voluntary, compliance with Title 24 standards, other applicable regulations, and PDF-~~1~~3 would ensure that the proposed project would not conflict with any of the energy conservation policies related to the proposed project’s building, mechanical systems, and indoor and outdoor lighting.

Section 2.8, Greenhouse Gas Emissions

Page 77, Operational Greenhouse Gas Emissions

- **Natural Gas:** These emissions refer to the GHG emissions that occur when natural gas is burned on the project site. The proposed project would be built all-electric (PDF-~~1~~3) and would, therefore, not result in any GHG emissions from natural gas use.

Page 79, Table 9: Consistency with the 2022 Scoping Plan

New Residential and Commercial Buildings	
All electric appliances beginning 2026 (residential) and 2029 (commercial).	**Consistent.** As detailed in PDF-~~1~~3 provided in the project description, the proposed project would be an all-electric development and would not include any natural gas hookups.

Section 2.17, Transportation

Page 125, Project Design Features–VMT Reduction

T-1 Increase Residential Density (Included in the Project Description as PDF-~~3~~4)

RESPONSE TO COMMENTS

The comment letters are included as Attachment A, B, and C, respectively, of this memorandum. A list of public agencies, organizations, and individuals who commented on the Draft IS/MND is presented below. Each comment letter has been assigned a code. Individual comments within each communication have been numbered so comments can be cross-referenced with responses. Following this list, the text of the communication is reprinted and followed by the corresponding response.

Author	Code
Brent Millard	MILLARD
Department of Toxic Substances Control	DTSC
Caltrans, District 12	CALTRANS

Letter from Brent Millard, Dated May 3, 2025

Comment MILLARD-1

First, I would like to repeat my previous comment of this development being overly dense in an already high traffic area. They should cut the number of units by 20-30% and increase parking and trees for the nesting birds and wildlife.

Response to Comment MILLARD-1

This comment is noted. This comment will be forwarded to decision-makers for consideration.

Comment MILLARD-2

Second it feels like the traffic study is extremely cherry picked. They did the study after winter holiday traffic stopped and before Valentine's Day or spring traffic. Bear street is bumper to bumper more often than they indicate. I don't know where they got the information from the previous Trinity network, but 500 cars is an extremely high estimate. In the 15 years I lived here there were never more than 100 cars in and out per day. They should be required to submit real data instead of the biased data they submitted.

Response to Comment MILLARD-2

Existing 24-hour roadway segment traffic counts were conducted on Wednesday, January 15, 2025. Traffic counts were conducted midweek while schools in the area were in session. There were no observations made in the field that would indicate atypical traffic conditions on the count dates, such as construction activity or detour routes.

As detailed in the Focused Traffic Assessment included as Appendix H to the Draft IS/MND, the trip generation for the existing building on-site is based on the 11th Edition Institute of Transportation Engineers (ITE) Trip Generation Manual. The ITE Trip Generation Manual compiles data from real-world traffic studies to estimate how many trips different land uses generate. This data is collected using standardized methods at development sites and is regularly updated to reflect evolving travel patterns. This comment does not provide substantial evidence of an impact. No revisions to the Draft IS/MND are needed.

Letter from DTSC, Dated May 8, 2025

Comment DTSC-1

If buildings or other structures are to be demolished on any Project sites included in the proposed Project, surveys should be conducted for the presence of LBPs or products, mercury, ACMs, and polychlorinated biphenyl caulk. Removal, demolition, and disposal of any of the above-mentioned chemicals should be conducted in compliance with California environmental regulations and policies. In addition, sampling near current and/or former buildings should be conducted in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual.

Response to Comment DTSC-1

As discussed in Section 2.9, Hazards and Hazardous Materials, the proposed project would be required to comply with California Code of Regulations Title 22, Division 4.5, for appropriate management of hazardous materials, as well as the requirements of the EPA, Resource Conservation and Recovery Act (RCRA), DTSC, California Occupational Safety and Health Administration (Cal/OSHA), and California Department of Transportation (Caltrans).

Comment DTSC-2

DTSC recommends that all imported soil and fill material should be tested to assess any contaminants of concern meet screening levels as outlined in DTSC's PEA Guidance Manual. Additionally, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing fill is necessary. To minimize the possibility of introducing contaminated soil and fill material there should be documentation of the origins of the soil or fill material and, if applicable, sampling be conducted to ensure that the imported soil and fill material are suitable for the intended land use. The soil sampling should include analysis based on the source of the fill and knowledge of prior land use. Additional information can be found by visiting DTSC's Human and Ecological Risk Office (HERO) web page.

Response to Comment DTSC-2

It is industry standard practice to test all imported soil to ensure it will not impact future users of the site. The project applicant understands that compliance with DTSC requirements regarding imported soil and fill material is necessary. The applicant will ensure that any imported material is tested for contaminants in accordance with DTSC's PEA Guidance Manual and the Clean Imported Fill Material Fact Sheet. Documentation of the source and prior land use of the material will be maintained, and representative sampling will be conducted as appropriate to confirm suitability for the intended land use. All evaluations will follow DTSC's HERO guidance.

Letter from Caltrans, District 12, Dated June 12, 2025

Comment CALTRANS-1

To ensure safe operations, please check the capacity(s) (storage length) of the off-ramps going to Fairview Road and Bristol Street to determine whether the ramp(s) is/can accommodate the demand(s) and will not create a backup onto the freeway mainline. Additionally, to ensure safe operations, please check the capacity(s) (storage length) of the left-turn and/or right-turn pocket(s) at the intersections of the

on-ramp(s) to determine whether the pocket(s) is/can accommodate the demand(s) and will not backup onto the street mainline.

Response to CALTRANS-1

Project trip generation did not reach the threshold to warrant further analysis per the City's guidelines. Based on the anticipated net reduction from the existing building on-site, the proposed project would have less of an impact than if the existing building were occupied. There is no evidence that the proposed project would exceed capacity. The on- and off-ramps and turn-pockets are anticipated to have adequate capacity. Project impacts to on- and off-ramp intersections are not expected to occur.

Comment CALTRANS-2

A traffic impact study is required for this project to include existing and future average daily traffic volumes, traffic generation including peak-hour, traffic distribution, HCM intersection analysis, along with current and projected capacities of local street, and state highways or freeways including ramps that might be impacted. Specifically, the intersection of Bristol Street and 1-405 ramps including queueing analysis on Bristol Street turning pockets to the 1-405 and the 1-405 Off-Ramps, and the intersection of Bear Street and State Route (SR) 73 ramps including queueing analysis on Bear Street turning pockets to the SR-73 ramps, and SR-73 off-ramps.

Response to CALTRANS-2

A Focused Traffic Assessment was prepared for the proposed project and is included as Appendix H to the Draft IS/MND. It was determined that the proposed project would not result in significant impacts to these intersections. No further analysis was required in accordance with the City’s guidelines.

Comment CALTRANS-3

Exhibit 6 Conceptual Landscape Plan shows a Traffic Signal and Crosswalk per Civil's Plan (#28). If this is a proposed signal, please provide synchronization analysis to ensure it will have no adverse impact on SR-73 ramps.

Response to CALTRANS-3

The proposed traffic signal would be timed and coordinated according to City requirements prior to turn on. Coordination for the corridor will be reviewed and approved by the City. The limits of coordination will be determined by the City with consultation from Caltrans as necessary. The final coordination timing plans will be reviewed and approved by both the City and Caltrans if necessary. This will ensure that no adverse impact will occur at any location along the corridor limits, including SR-73.

Comment CALTRANS-4

Bear Street currently has an existing Class II bike lane. To enhance safety and visibility of bicyclists consider installing green conflict zone striping on the existing Class II bike lane. Especially near driveways and intersections.

Response to CALTRANS-4

All signing and striping (including bike legends and green conflict zone striping) would be designed to meet City standards and would be reviewed and approved during final engineering.

Comment CALTRANS-5

During construction, please ensure that appropriate detours and safety measures are in place that prioritize the mobility, access, and safety of bicyclists, pedestrians, and transit users. If adjacent sidewalks or bike lanes need to be closed during construction, please ensure that closures and detours are clearly signed.

Response to CALTRANS-5

The proposed project would be required to prepare construction traffic control plans (Including detours) prior to the issuance of an encroachment permit by the City. These Construction Traffic Control plans would meet all City and State requirements for safe passage of vehicles, pedestrians, and cyclists.

Comment CALTRANS-6

Caltrans supports the design of Complete Streets that include high-quality pedestrian, bicycle, and transit facilities that are safe and comfortable for users of all ages and abilities. Improvements may include providing secure bicycle parking, pedestrian-oriented LED lighting, wayfinding signage, and comfortable connections to nearby active transportation and/or transit facilities. Complete Streets improvements also promote regional connectivity, improve air quality, reduce congestion, promote improved first-/last-mile connections, and increase safety for all modes of transportation.

Response to CALTRANS-6

This comment is noted. The proposed project will follow all City requirements to ensure that construction of facilities to accommodate pedestrians and bicyclists. Proper signage as directed by the City will be implemented to comply with City requirements and Complete Streets requirements.

Comment CALTRANS-7

Freight Route and Access Compatibility - Although the Bear Street Residential Project is primarily residential, it is located adjacent to I-405, a major freight corridor. The project documentation should evaluate whether the existing access point on Bear Street could conflict with regional truck routes, particularly during construction. Consider incorporating design measures to minimize conflicts between haul trucks and regional freight traffic on Bear Street and nearby arterials.

Response to CALTRANS-7

This comment is noted. Bear Street is not a City-designated truck route. Furthermore, a Construction Management Plan would be developed for the proposed project and in compliance with all City requirements. The Construction Management Plan would document patterns in which trucks would access the site from regional facilities, such as I-405. As part of that process, the Construction Management Plan would evaluate and provide recommendations to ensure that there are no conflicts with regional routes, pedestrian and bicycle facilities, and construction of the proposed project.

Comment CALTRANS-8

Construction Truck Routing and Mitigation - The IS/MND notes a multi-year construction period (2025-2028) but does not specify a detailed construction truck route plan. Given proximity to I-405 and potential congestion on Bear Street, a designated haul route plan should be provided to avoid impacts on surrounding residential and park areas, consistent with Table A of Caltrans freight guidance.

Response to CALTRANS-8

A Construction Truck Traffic Management Plan would be prepared as required by the City prior to the issuance of any grading and building permits. This plan would meet all State and City requirements for construction traffic.

In regard to air quality impacts related to construction routing, both the regional and localized impacts analyses considered impacts from construction trips. Construction activities would consist of three consecutive phases: (1) demolition of the existing paved surfaces and structures, clearing, and site preparation; (2) site development, including grading, utility installation, and roadway construction; and (3) vertical construction and landscaping installation (IS/MND page 4). The construction trips assumed in the analysis are shown on Appendix A page A-85. As noted in the construction trip summary, emission estimates used to support the regional air quality analysis used the model default haul trip length of 20 miles. Appendix A page A-259 shows a graphical representation of the construction routes that were used in HRA to assess the potential health risk impacts to nearby receptors. As demonstrated by the modeling results included as part of Appendix A, the majority of construction emissions would occur on-site. As health risk impacts analyzed for sensitive receptor locations within 20 feet of the project boundary would be less than significant (IS/MND page 4), health risk impacts from construction emissions at receptor locations further away from the project site would also be less significant. Because the majority of emissions from construction activities are concentrated at the project site, this statement would remain true even if the construction routes were altered. As such, the results of an analysis of air quality impacts associated with the proposed project would remain the same if analyzed using assumptions consistent with a detailed construction truck route plan.

Comment CALTRANS-9

On-Site Delivery Access -The residential design lacks clarity on how delivery and service vehicles (e.g., moving trucks, package vans, utility trucks) will circulate and access units, particularly in a high-density townhome setting. Recommend ensuring:

- Adequate turning radii for delivery trucks.
- Temporary curb loading zones that do not block travel lanes or pedestrian access.
- Shared delivery package lockers or designated delivery zones to reduce repeated vehicle idling and circulation.

Response to CALTRANS-9

A truck turn analysis and exhibit (see Attachment D) was prepared specifically for Costa Mesa Sanitary District sewer utility truck access to and within the site. Furthermore, the proposed project has been designed to allow for adequate fire truck turning radii. This would also apply to delivery trucks visiting the project site. Private drives A through F would provide adequate width for truck access. Furthermore, there are four utility access road turnouts within the site. Mailboxes are located along private drive A and private drive F.

Comment CALTRANS-10

Truck Idling and Emission Controls - Project Design Feature PDF-2 includes Tier 3 construction equipment with VDECs. Caltrans recommends that all feasible off-road diesel equipment meet Tier 4

standards where available, especially within proximity to homes and schools, to align with environmental justice goals under AB 617 and CalEnviroScreen considerations.

Response to CALTRANS-10

As noted in a footnote included in the description of Project Design Feature PDF-1 (IS/MND page 5) and above Table 5 (IS/MND page 40), equipment meeting Tier 4 standards achieves the required reductions and specifications in PDF-2 without VDECs. As such, the developer is not precluded from using equipment meeting Tier 4 standards. It is anticipated that the developer will use a mix of equipment meeting either Tier 4 standards or Tier 3 standards with VDECs.

As shown in Table 5: Estimated Health Risks and Hazards During Project Construction, health risks associated with construction of the proposed project would be well below the applicable health risk thresholds under both the “Tier 3 with Level 3 Filers Scenario” scenario and the “Tier 4 Scenario.” As such, Tier 3 construction equipment with VDECs and equipment meeting Tier 4 standards are both health protective options. As the potential impacts from the construction of the proposed project with Tier 3 standards with VDECs would not result in a significant impact, there is no impetus to require the use of equipment meeting Tier 4 standards and the specifications outlined in Project Design Feature PDF-1 align with environmental justice goals under AB 617 and CalEnviroScreen considerations.

Comment CALTRANS-11

Freight Noise Buffering - The project includes a 12-foot sound wall adjacent to I-405. However, truck traffic from the freeway and construction activity may still produce diesel-specific noise profiles. Ensure that the wall and interior unit design include insulation strategies that account for low frequency noise associated with heavy trucks, as recommended in Table B of the guidance.

Response to CALTRANS-11

As noted, the proposed project would construct a 12-foot sound wall adjacent to I-405. In addition, the proposed project would utilize spray foam during the construction process to reduce exterior noise, as well as Sound Transmission Class (STC) rating for windows, wall assemblies, and doors. However, compliance with the CBC building code requirements for maintaining acceptable interior noise levels for multi-family residential projects would be demonstrated through the design review process and is not required as part of the CEQA analysis. An analysis of the environment’s impact on the proposed project is not a requirement of CEQA. No further response or analysis is required.

Comment CALTRANS-12

Long-Term Goods Movement Considerations - Although not industrial in nature, the project site formerly hosted a large media organization and sits at a regional node. Encourage the City to evaluate cumulative land use and goods movement compatibility as surrounding parcels evolve. This includes reviewing potential congestion, routing, and noise as infill continues along freight corridors.

Response to CALTRANS-12

This comment is noted. This comment will be taken into consideration by the City.

Comment CALTRANS-13

Any work performed within Caltrans right-of-way (R/W) will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans R/W prior to construction. Prior to submitting to Caltrans Permit's branch, applicant should fill out Applicant's Checklist to Determine Applicable Review Process (QMAP List) Form TR-0416 to determine whether project oversight/coordination with Caltrans Project Manager is needed. If coordination is not required, please submit an encroachment permit application package (EPAP) through the Caltrans Encroachment Permit System (CEPS–https://ceps.dot.ca.gov/). EPAP should include application, PE signed and stamped site-specific traffic control plan, insurance, letter of authorizations as needed, and any other relevant documents. EPAP should be submitted as early as possible to avoid any delays.

Response to CALTRANS-13

Work within the Caltrans right-of-way is not required for the proposed project. It is noted that any traffic control set up would require review and approval by Caltrans, if required.

Comment CALTRANS-14

Project plans and traffic control plans must be stamped and signed by a licensed engineer. For all plans, including traffic control plans, Caltrans R/W lines should be clearly labeled, which includes existing and proposed (if there are any changes to Caltrans R/W), the north arrow, the edge of pavement, and edge of the sidewalk, if applicable. When submitting the application, please include final Environmental Clearance Documentation, relevant design details including design exception approvals and construction and drainage plans, traffic control plans, traffic management plan and traffic impact study if proposed traffic delay of 30 minutes above normal recurring traffic delay is anticipated, any Caltrans R/W certifications if needed, maintenance agreement as needed, shoring plans for any excavation 5-feet or more, ADA certification, and any letter of authorizations.

Response to CALTRANS-14

This comment is noted. All engineered plans would be signed by a registered engineer as required by the City and Caltrans.

Attachment A:

MILLARD Comment Letter

From: YEAGER, CHRISTOPHER
To: Cecilia So
Cc: Scheidel, Vanessa
Subject: FW: Notice of Intent to Adopt an IS/MND for 3150 Bear Street Project Public Review
Date: Tuesday, May 6, 2025 2:49:06 PM
Attachments: image001.png
image001.png

Caution: This is an external email and may contain suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, please contact your IT Department

FYI – See Below.

Chris Yeager
Senior Planner
Economic & Development Services Department
77 Fair Drive | Costa Mesa | CA 92626 | (714) 754-4883

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From: Brent Millard <brent.millard@gmail.com>
Sent: Saturday, May 3, 2025 7:14 PM
To: YEAGER, CHRISTOPHER <CHRISTOPHER.YEAGER@costamesaca.gov>
Subject: Re: Notice of Intent to Adopt an IS/MND for 3150 Bear Street Project Public Review

Hi Chris,

Thank you for this information. I do have a couple initial comments.

First I would like to repeat my previous comment of this development being overly dense in an already high traffic area. They should cut the number of units by 20-30% and increase parking and trees for the nesting birds and wildlife. 1

Second it feels like the traffic study is extremely cherry picked. They did the study after winter holiday traffic stopped and before Valentine's Day or spring traffic. Bear street is bumper to bumper more often than they indicate. I don't know where they got the information from the previous Trinity network but 500 cars is an extremely high estimate. In the 15 years I lived here there were never more than 100 cars in and out per day. They should be required to submit real data instead of the biased data they submitted. 2

I am still reading through the documents but I wanted to submit these comments ASAP.

Thank you,
Brent

On Fri, May 2, 2025, 3:02 PM YEAGER, CHRISTOPHER <CHRISTOPHER.YEAGER@costamesaca.gov> wrote:

> Dear Interested Parties,
>
> This email is to inform you that a Notice of Intent (NOI) to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) is now available for public review.
>
> Project Title: 3150 Bear Street Residential
> Project Location: 3150 Bear Street, Costa Mesa, CA. 92626
> Review Period: May 1, 2025 to June 2, 2025
>
> The IS/MND has been prepared in accordance with the California Environmental Quality Act (CEQA) and provides an analysis of potential environmental impacts associated with the proposed project. Based on the findings, the project would not have a significant effect on the environment with the implementation of proposed mitigation measures.
>
> The NOI and full IS/MND document can be accessed at City Hall, Costa Mesa Library, Mesa Verde Library, or online at the following link: https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/planning/environmental-notices-and-reports
>
> We encourage interested parties to review the document and submit any comments back to me by June 2, 2025.
>
> Please feel free to forward this notice to others who may be interested. Thank you for your attention and participation in the environmental review process.
>
> Sincerely,

Chris Yeager
Senior Planner
Economic & Development Services Department
77 Fair Drive | Costa Mesa | CA 92626 | (714) 754-4883

Please consider the environment before printing this email. Thank you!

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except specified holidays. Appointments can be made online at **www.costamesaca.gov/appointments**.

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Attachment B:

DTSC Comment Letter

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
dtsc.ca.gov

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

May 8, 2025

Chris Yeager
Senior Planner
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Christopher.yeager@costamesaca.gov

RE: MITIGATED NEGATIVE DECLARATION FOR THE BEAR STREET RESIDENTIAL PROJECT DATED May 2, 2025, STATE CLEARINGHOUSE NUMBER 2025050135

Dear Chris Yeager,

The Department of Toxic Substances Control (DTSC) reviewed the Mitigated Negative Declaration (MND) for the Bear Street Residential Project (Project). MLC Holdings, LLC. proposes to develop a new residential infill community consisting of 142 for-sale townhomes ranging from approximately 1,060 to 2,218 square foot comprising 2-story detached condominiums and larger 4-story stacked flats. A Phase I Environmental Site Assessment conducted by Hillmann revealed that a cursory visual screening was performed to check for asbestos containing materials (ACMs) and lead-based paint (LBPs). The Phase I also stated the visual screening was not intended to be a comprehensive survey for the presence of ACMs and LBPs and no further testing has been conducted since. DTSC recommends and requests consideration of the following comments:

1. If buildings or other structures are to be demolished on any Project sites included in the proposed Project, surveys should be conducted for the presence of LBPs or products, mercury, ACMs, and polychlorinated biphenyl

1

caulk. Removal, demolition, and disposal of any of the above-mentioned chemicals should be conducted in compliance with California environmental regulations and policies. In addition, sampling near current and/or former buildings should be conducted in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual. 1 CONT

2. DTSC recommends that all imported soil and fill material should be tested to assess any contaminants of concern meet screening levels as outlined in DTSC's PEA Guidance Manual. Additionally, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing fill is necessary. To minimize the possibility of introducing contaminated soil and fill material there should be documentation of the origins of the soil or fill material and, if applicable, sampling be conducted to ensure that the imported soil and fill material are suitable for the intended land use. The soil sampling should include analysis based on the source of the fill and knowledge of prior land use. Additional information can be found by visiting DTSC's Human and Ecological Risk Office (HERO) webpage. 2

DTSC would like to thank you for the opportunity to comment on the MND for the Bear Street Residential Project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance.

Sincerely,

Tamara Purvis

Tamara Purvis
Associate Environmental Planner
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Tamara.Purvis@dtsc.ca.gov

cc: (via email)

Governor's Office of Land Use and Climate Innovation
State Clearinghouse
State.Clearinghouse@opr.ca.gov

Cecilia So
Associate Director
FirstCarbon Solutions
cso@fcs-intl.com

Vanessa Scheidel
Project Applicant
MLC Holdings, Inc.
Vanessa.Scheidel@meritagehomes.com

Dave Kereazis
Associate Environmental Planner
HWMP-Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

Scott Wiley
Associate Governmental Program Analyst
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Scott.Wiley@dtsc.ca.gov

Attachment C:

Caltrans Comment Letter

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 12
1750 EAST 4TH STREET, SUITE 100
SANTA ANA, CA 92705
PHONE (657) 328-6000
FAX (657) 328-6522
TTY 711
www.do.ca.gov/caltrans-near-me/district12

Making Conservation California Way of Life.

June 2, 2025

Mr. Chris Yeager
Planning Services Division
77 Fair Drive
Costa Mesa, CA 92625

File: IGR/CEQA
SCH#: 2025050135
LDR LOG #2025-02814

Dear Mr. Yeager,

Thank you for including the California Department of Transportation (Caltrans) in the review of the Mitigated Negative Declaration for the Bear Street Residential Project. MLC Holdings, LLC. (applicant) proposes to develop a new residential infill community consisting of 142 for-sale townhomes ranging in size from approximately 1,060 to 2,218 comprising 2-story detached condominiums and larger 4-story stacked flats. The proposed project would provide private roadways and parking, pedestrian walkways, common space and amenity areas throughout the project site, landscaping, and a recreational amenity area, including approximately 93,500 square feet of open space. The project applicant proposes to deed restrict 5 percent of the units as very low affordable homes (up to seven homes). Pursuant to the State Density Bonus Law, the proposed project would be allowed a 20 percent increase in density. transportation. The project site is located at 3150 Bear Street site of the old Trinity Church in the City of Costa Mesa. The nearest state facility to the project site is I-405.

The mission of Caltrans is Improving lives and communities through transportation. Caltrans is a reviewing agency on this project and has the following comments:

1. To ensure safe operations, please check the capacity(s) (storage length) of the off-ramps going to Fairview Road and Bristol Street to determine if the ramp(s) is/can accommodate the demand(s) and will not create a back-up onto the freeway mainline. Additionally, to ensure safe operations, please check the capacity(s) (storage length) of the left-turn and/or right-turn pocket(s) at the intersections of the on-ramp(s) to determine if the pocket(s) is/can accommodate the demand(s) and will not back-up onto the street mainline. 1

2. A traffic impact study is required for this project to include existing and future average daily traffic volumes, traffic generation including peak hour, traffic distribution, HCM intersection analysis, along with current and projected capacities of local street, and state highways or freeways including ramps that might be impacted. Specifically, the intersection of Bristol Street and I-405 ramps including queuing analysis on Bristol Street turning pockets to the I-405 and the I-405 Off-Ramps, and the intersection of Bear Street and SR-73 ramps including queuing analysis on Bear Street turning pockets to the SR-73 Ramps, and SR-73 Off-Ramps. 2

3. Exhibit 6 Conceptual Landscape Plan shows a Traffic Signal and Crosswalk per Civil's Plan (#28). If this is a proposed signal, please provide synchronization analysis to ensure it will have no adverse impact on SR-73 Ramps. 3

4. Bear Street currently has an existing Class II bike lane. To enhance safety and visibility of bicyclists consider installing green conflict zone striping on the existing Class II bike lane. Especially near driveways and intersections. 4

5. During construction, please ensure that appropriate detours and safety measures are in place that prioritize the mobility, access, and safety of bicyclists, pedestrians, and transit users. If adjacent sidewalks or bike lanes need to be closed during construction, please ensure that closures and detours are clearly signed. 5

6. Caltrans supports the design of Complete Streets that include high-quality pedestrian, bicycle, and transit facilities that are safe and comfortable for users of all ages and abilities. Improvements may include providing secure bicycle parking, pedestrian-oriented LED lighting, wayfinding signage, and comfortable connections to nearby active transportation and/or transit facilities. Complete Streets improvements also promote regional connectivity, improve air quality, reduce congestion, promote improved first-/last-mile connections, and increase safety for all modes of transportation. 6

7. Freight Route and Access Compatibility- Although the Bear Street Residential Project is primarily residential, it is located adjacent to I-405, a major freight corridor. The project documentation should evaluate whether the existing access point on Bear Street could conflict with regional truck routes, particularly during construction. Consider incorporating design measures to minimize conflicts between haul trucks and regional freight traffic on Bear Street and nearby arterials. 7

8. Construction Truck Routing and Mitigation- The IS/MND notes a multi-year construction period (2025–2028) but does not specify a detailed construction truck route plan. Given proximity to I-405 and potential congestion on Bear Street, a designated haul route plan should be provided to avoid impacts on surrounding residential and park areas, consistent with Table A of Caltrans freight guidance. 8

9. On-Site Delivery Access-The residential design lacks clarity on how delivery and service vehicles (e.g., moving trucks, package vans, utility trucks) will circulate and access units, particularly in a high-density townhome setting. Recommend ensuring: 9
    - Adequate turning radii for delivery trucks.
    - Temporary curb loading zones that do not block travel lanes or pedestrian access.
    - Shared delivery package lockers or designated delivery zones to reduce repeated vehicle idling and circulation.

10. Truck Idling and Emission Controls- Project Design Feature PDF-2 includes Tier 3 construction equipment with VDECs. Caltrans recommends that all feasible off-road diesel equipment meet Tier 4 standards where available, especially within proximity to homes and schools, to align with environmental justice goals under AB 617 and CalEnviroScreen considerations. 10

11. Freight Noise Buffering- The project includes a 12-foot sound wall adjacent to I-405. However, truck traffic from the freeway and construction activity may still produce diesel-specific noise profiles. Ensure that the wall and interior unit design include insulation strategies that account for low-frequency noise associated with heavy trucks, as recommended in Table B of the guidance. 11

12. Long-Term Goods Movement Considerations-Although not industrial in nature, the project site formerly hosted a large media organization and sits at a regional node. Encourage the City to evaluate cumulative land use and goods movement compatibility as surrounding parcels evolve. This includes reviewing potential congestion, routing, and noise as infill continues along freight corridors. 12

13. Any work performed within Caltrans right-of-way (R/W) will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans R/W prior to construction. Prior to submitting to Caltrans Permit's branch, applicant should fill out Applicant's Checklist to Determine Applicable Review Process (QMAP List) Form TR-0416 to determine if project oversight/coordination with Caltrans Project Manager is needed. If coordination is not required, please submit an encroachment permit application package (EPAP) through the Caltrans Encroachment Permit System (CEPS - https://ceps.dot.ca.gov/). EPAP should include application, PE signed and stamped site-specific traffic control plan, insurance, letter of authorizations as needed, and any other relevant documents. EPAP should be submitted as early as possible to avoid any delays. 13

14. Project plans and traffic control plans must be stamped and signed by a licensed engineer. For all plans, including traffic control plans, Caltrans R/W lines should be clearly labeled, which includes existing and proposed (if there are any changes to Caltrans R/W), the north arrow, the edge of pavement, and edge of the sidewalk, if applicable. When submitting the application, please include final Environmental Clearance Documentation, relevant design details including design exception approvals and construction and drainage plans, traffic control plans, traffic management plan and traffic impact study if proposed traffic delay of 30 minutes above normal recurring traffic delay is anticipated, any Caltrans R/W certifications if needed, maintenance agreement as needed, shoring plans for any excavation 5-feet or more, ADA certification, and any letter of authorizations.

14

Please continue to coordinate with Caltrans for any future developments that could potentially impact State transportation facilities. If you have any questions, please do not hesitate to contact at Maryam Molavi at Maryam.Molavi@dot.ca.gov.

Sincerely,

Scott Shelley (Jun 2, 2025 15:38 PDT)

Scott Shelley
Branch Chief – Local Development Review/Climate Change/Transit Grants
District 12

Attachment D:

Costa Mesa Sanitary District Access Exhibit

PRIVATE DRIVE D

PRIVATE DRIVE C

PRIVATE DRIVE B

PRIVATE DRIVE E

PRIVATE DRIVE F

PRIVATE DRIVE A

OLYMPIC AVENUE (PUBLIC)

60' R/W

INTERSTATE 405

BEAR STREET (PUBLIC)

BLDG 1

BLDG 2

BLDG 3

BLDG 4

BLDG 5

BLDG 6

BLDG 7

BLDG 8

ACC

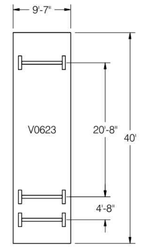
TRACT 3885

TRACT 3590

TRACT 15211

APN 141-521-51

VACTOR 2100 PLUS - V0623



OUTSIDE TURNING RADIUS = 40' MIN.
MAXIMUM HEIGHT = 26'
EXTRA ROOM FOR LOADING/UNLOADING EQUIP: 4'-6"
VEHICLE GVWR = 66,000 LBS

LEGEND

TRACT BOUNDARY
PROPOSED SEWER
EXISTING SEWER

30' 0' 15' 30'
SCALE: 1" = 30'

CMSD SEWER ACCESS EXHIBIT

3150 BEAR STREET
COSTA MESA, CALIFORNIA

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

P:\17\007\Exhibits\Entitlement\17-007 CMSD Truck Turn Exhibit.dwg Plotted At: March 28, 2025 7:27 PM Last Saved By: DeanAcre Last Saved At: March 28, 2025 7:27 PM

FCS
An ADEC Innovation

Bear Street Residential Project

Mitigation Monitoring and Reporting Program

City of Costa Mesa, Orange County, California
State Clearinghouse Number 2025050135

PREPARED FOR:

City of Costa Mesa

77 Fair Drive
Costa Mesa, CA 92626
714.754.5000

Contact: Chris Yaeger, Senior Planner

PREPARED BY:

FirstCarbon Solutions

250 Commerce, Suite 210
Irvine, CA 92602
714.508.4100

Contact: Cecilia So, Project Director
Brittany Hagen, Project Manager

June 26, 2025

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PREFACE

Section 21081.6 of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15097 require a Lead Agency to adopt a Mitigation Monitoring and Reporting Program (MMRP) whenever it adopts a Mitigated Negative Declaration (MND) in conjunction with a project approval. The purpose of the MMRP is to ensure compliance with the mitigation measures occurs during project implementation. This MMRP also includes project design features (PDFs) of the project which are to be implemented by the project applicant. The City shall enforce the implementation of these PDFs by the project applicant.

The Draft IS/MND prepared for the proposed Bear Street Residential Project (proposed project) concluded that project implementation could result in potentially significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval that reduce these potential impacts to a less than significant level. This MMRP documents how and when the mitigation measures adopted by the Lead Agency will be implemented and confirms that potential environmental impacts are reduced to less than significant levels as identified in the Draft IS/MND.

This document does not discuss those subjects that the environmental analysis demonstrates would result in less than significant impacts and for which no mitigation was proposed or necessary.

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Table 1: Bear Street Residential Project Mitigation Monitoring and Reporting Program

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
2.3 Air Quality					
Project Design Features					
PDF-1 Use of Clean Construction Equipment to Minimize DPM: All off-road equipment equal to or greater than 50 horsepower shall meet either United States Environmental Protection Agency (EPA) or California Air Resources Board (ARB) Tier 3 standards with Level 3 Verified Diesel Emission Control Strategy (VDEC) filters. The project applicant shall submit a construction management plan to the City of Costa Mesa's Planning Division for review and approval prior to issuance of any grading and building permits. The construction management plan shall demonstrate that the off-road equipment used on-site to construct the proposed project would comply with these specified off-road emission standards. Off-road equipment descriptions and information included in the construction management plan may include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number.	Review and approval of construction management plan; site inspection	Prior to the issuance of a grading permit; during and following project construction	City of Costa Mesa Planning Division; City of Costa Mesa Planning Division		
Standard Conditions					
SC AIR-1: SCAQMD Rule 403 requires the implementation of best available dust control measures during activities capable of generating fugitive dust. The proposed project must follow the standard SCAQMD rules and requirements with regard to fugitive dust control, which include, but are not limited to the following:	Inclusion in project plans; periodic inspection	Prior to the issuance of grading permits; during construction	City of Costa Mesa Economic and Development Services Department		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
1. All active construction areas shall be watered two times daily. 2. Speed on unpaved roads shall be reduced to less than 15 miles per hour (mph). 3. Any visible dirt deposition on any public roadway shall be swept or washed at the site access points within 30 minutes. 4. Any on-site stockpiles of debris, dirt, or other dusty material shall be covered or watered twice daily. 5. All operations on any unpaved surface shall be suspended if winds exceed 15 mph. 6. Access points shall be washed or swept daily. 7. Construction sites shall be sandbagged for erosion control. 8. Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more). 9. Cover all trucks hauling dirt, sand, soil, or other loose materials, and maintain at least 2 feet of freeboard space in accordance with the requirements of California Vehicle Code (CVC) Section 23114. 10. Pave or gravel construction access roads at least 100 feet onto the site from the main road and use gravel aprons at truck exits. 11. Replace the ground cover of disturbed areas as quickly possible.					
SC AIR-2: All interior and exterior architectural coatings used on-site during project construction must meet or exceed the VOC content limits established by SCAQMD Rule 1113. The project sponsor shall include in any construction contracts and/or subcontracts a requirement that all interior and exterior architectural coatings used in project construction meet the VOC content limits established by SCAQMD Rule 1113.	Inclusion in project plans; periodic inspection	Prior to construction during contract development; during construction	City of Costa Mesa Economic and Development Services Department		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
2.4 Biological Resources					
MM BIO-1a: Nesting Bird Pre-construction Surveys If ground-disturbing or vegetation-removing construction activities or tree removal is proposed during the breeding/nesting season for migratory birds (typically February 1 through September 15), a qualified Biologist shall conduct pre-construction surveys for special-status birds and other migratory birds within the construction area, including a 500-foot survey buffer, no more than 3 days prior to the start of ground-disturbing activities in the construction area.	Review and approval of pre-construction nesting bird survey report prepared by a qualified Biologist	Prior to construction during the appropriate breeding season (February 1 to August 31)	City of Costa Mesa Economic and Development Services Department		
MM BIO-1b: Avoidance of Active Avian Nests If an active nest is located during pre-construction surveys or at any point during the construction phase of the proposed project, a qualified Biologist shall establish a buffer around the nest using flagging tape or other barrier. The buffer shall be established at a minimum radius of 500 feet around an active raptor nest and 300 feet around an active migratory bird nest. Avoidance buffers may be altered at the discretion of the qualified Biologist depending on the location of the nest and species tolerance to human presence and construction activity. Furthermore, construction activities and personnel shall be restricted from entering the buffer area to avoid disturbance of the nest until it is abandoned or a qualified Biologist deems disturbance potential to be minimal. Additional restrictions may include alteration of the construction schedule to avoid the active nesting season.	Establishment of buffer areas on construction plans; monitoring of construction site by a qualified Biologist; periodic site inspection	Prior to and during construction	City of Costa Mesa Economic and Development Services Department		
2.5 Cultural Resources and Tribal Cultural Resources					
MM CUL-1: Prior to issuance of grading permits, the City of Costa Mesa shall ensure a qualified Archaeologist who meets the	Verify retention of a qualified Archaeologist	Prior to the issuance of grading permits;	City of Costa Mesa Economic and		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
Secretary of the Interior's Standards for professional archaeology has been retained for the project and shall be on-call during all demolition and grading/excavation. The qualified Archaeologist shall ensure the following measures are followed for the project.	and Tribal Monitor[s];		Development Services Department;		
Prior to any ground disturbance, the qualified Archaeologist, or their designee, shall provide worker environmental awareness protection training to construction personnel regarding regulatory requirements for the protection of cultural (prehistoric and historic) resources. As part of this training, construction personnel shall be briefed on proper procedures to follow should resources of a potentially cultural nature be discovered during construction. Workers shall be provided contact information and protocols to follow in the event that inadvertent discoveries are made. The training can be in the form of a video or PowerPoint presentation. Printed literature (handouts) can accompany the training and can also be given to new workers and contractors to avoid the necessity of continuous training over the course of the project.	Proof of Worker Environmental Awareness Program (WEAP) training;	Prior to ground disturbance;	City of Costa Mesa Economic and Development Services Department		
Prior to any ground disturbance, the applicant shall submit a written Cultural Resources Monitoring Plan (RMP) to the City of Costa Mesa's Development Services Director for review and approval. The monitoring plan shall include Monitor contact information (including the qualified Archaeologist and the Native American Monitor per MM TCR-1), specific procedures for field observation, diverting and grading to protect finds, and procedures to be followed in the event of significant finds.	Review and approval of RMP; inclusion of notes on construction plans;	Prior to ground disturbance;	City of Costa Mesa Economic and Development Services Department		
In the event cultural resources are discovered during any stage of project construction, all construction work within 50 feet (15 meters) of the discovered resource shall cease and the qualified Archaeologist, in collaboration with the Monitor, shall assess the	Site inspection; submittal of documentation;	during demolition, grading, and excavation;	City of Costa Mesa Economic and Development Services Department		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
discovery. Construction activities outside the buffer zone may continue during the Monitor's assessment. **Non-Native American (Non-TCR) Discoveries:** If warranted based on the qualified Archaeologist's evaluation of the archaeological (but non-TCR) discovery, the Archaeologist shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussing the significance (depth, nature, condition, and extent of the resource), identifying final Cultural Mitigation Measures, if any, that the City of Costa Mesa's Development Services Director shall verify are incorporated into future construction plans, and providing cost estimates.	Site inspection and submittal of documentation; incorporation of final Cultural Mitigation Measures, if any, into future construction plans	During demolition, grading, and excavation;	City of Costa Mesa Development Services Director		
Conjoined Archaeological and Native American (TCR) Discoveries: If, following consultation with the Monitors, it is determined that a historic or prehistoric discovery includes Native American materials or resources, then the Monitor shall determine the appropriate treatment of the discovered TCR(s) consistent with Mitigation Measure TCR-1. The Monitor shall prepare a TCR discovery report, which may include descriptions and evaluations of the area and conditions at the site of the discovery (i.e., depth, nature, condition, and extent of the resources), as well as a discussion of the significance to the applicable Native American Tribe. The requirements of Section 15064.5 of the CEQA Guidelines shall be followed. Construction work within the buffer area surrounding a TCR discovery shall resume only after the Monitor has (1) appropriately inventoried and documented the resource and any surrounding material of significance to the applicable Native	Submittal and approval of TCR discovery report.	During construction activities; prior to occupancy permits	City of Costa Mesa Economic and Development Services Department		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
American Tribe, and (2) completed the appropriate treatment of the resource consistent with MM TCR-1.					
MM TCR-1: Prior to issuance of any grading permits, the applicant shall formally retain a Native American Monitor from the Native American Tribe that is culturally and ancestrally affiliated with the project location. The applicant shall enter into a contract for monitoring services with the Gabrieleño Band of Mission Indians–Kizh Nation and Juaneño Band of Mission Indians, Acjachemen Nation-Belarde. The Tribal Monitor (the "Monitor") shall monitor all "ground-disturbing" project activities, which includes but is not limited to: demolition, grubbing/clearing, rough grading, precise grading, mass grading, trenching, excavation, boring, auguring, and weed abatement on previously disturbed and undisturbed ground (collectively "ground-disturbing activities"). A copy of the executed contracts shall be submitted to the Costa Mesa Development Services Department prior to the issuance of any permit necessary to commence ground-disturbing activities.	Retention of Tribal Monitor; submittal of copy of executed contract to City Site monitoring. inclusion of notes on construction plans; submittal of daily monitoring logs	Prior to the issuance of any permits for ground-disturbing activity; During ground-disturbing activities;	City of Costa Mesa Economic and Development Services Department; City of Costa Mesa Economic and Development Services Department;		
The Monitor shall prepare daily monitoring logs that include descriptions of the relevant ground-disturbing activities, locations of such activities, observed soil types, and the presence or absence of Tribal cultural-related materials. Should Tribal cultural resources be discovered, monitoring logs shall identify and describe such resources, including but not limited to, Native American cultural resources as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitoring logs shall be provided to the City of Costa Mesa and maintained as confidential. In the event cultural resources are discovered during any phase of ground-disturbing activities, and it is determined by the Monitor and the qualified Archaeological Monitor, in	Submittal of monitoring logs to City	Daily during ground-disturbing activity	City of Costa Mesa Economic and Development Services Department;		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
consultation with the City, to be Native American in origin, then all construction activity within 50 feet (15 meters) of the find shall cease until the Monitor can assess the find. Work shall be allowed to continue outside of the buffer zone. The Monitor shall determine the appropriate treatment of the discovered resource that is consistent with the Tribe's cultural practices, including reinternment on-site in an appropriate area determined by the tribe in consultation with the City and the applicant, or retention of the discovered resource for educational purposes. Construction work within the buffer area surrounding a TCR discovery shall resume only after the Monitor has (1) appropriately inventoried and documented the resource and any surrounding material of significance to the Tribal nations, and (2) completed the appropriate treatment of the resource. Monitoring for Tribal cultural resources (TCRs) shall conclude upon the City's receipt of written confirmation from the Monitor that ground-disturbing activities with potential impacts to discovered and/or undiscovered TCRs are complete.	Submittal of written notice of completion from Monitor	At the conclusion of ground-disturbing activity and prior to issuance of occupancy permits	City of Costa Mesa Economic and Development Services Department		
Plans, Programs, and Policies					
PPP CUL-1: The proposed project is required to comply with California Public Resources Code 5097.9-5097.991 (which protects Native American historical and cultural resources, and sacred sites) and Health and Safety Code Section 7050.5 (pertaining to the discovery or recognition of any human remains).	Inclusion in project plans; periodic site inspection	Prior to the issuance of grading permits; during construction	City of Costa Mesa Economic and Development Services Department		
PPP TCR-1: The proposed project is required to comply with California Public Resources Code 5097.9–5097.991 (which protects Native American historical and cultural resources, and sacred sites); Public Resources Code 21084.3 (avoid damaging	Inclusion in project plans; periodic site inspection	Prior to the issuance of grading permits; during construction	City of Costa Mesa Economic and Development Services Department		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
effects to any Tribal cultural resource); Health and Safety Code Section 7050.5 (pertaining to the discovery or recognition of any human remains).					
2.6 Energy					
Project Design Features					
PDF-2 All-electric Development The proposed project shall be designed as an all-electric development, which requires that all appliances installed into the proposed townhomes be electric powered and no natural gas lines shall be run to the proposed townhome buildings.	Inclusion in project plans; site inspection	Prior to the issuance of a grading permit; during and following project construction	City of Costa Mesa Economic and Development Services Department		
2.7 Geology and Soils					
MM GEO-1: Prior to the issuance of a grading permit, the Owner/Developer shall implement the recommendations provided in Section 3, Conclusion and Preliminary Recommendations, in the Geotechnical Exploration prepared by SA Geotechnical, Inc. (SA GEO). The Exploration, included in Appendix F, is incorporated herein by reference as fully set forth in this mitigation measure.	Inclusion in project plans; periodic site inspection	Prior to the issuance of a grading permit; during construction	City of Costa Mesa Economic and Development Services Department		
MM GEO-2: Paleontological monitoring of excavations in previously undisturbed surface deposits by a qualified monitor shall be required. Sediment samples from deeper excavations, borings, trenching, or grading shall be wet screened if they cannot be dry screened. The concentrate from the screening activities shall be sorted with the aid of a 10x microscope. These mitigation efforts shall be consistent with the mitigation guidelines published by the Society of Vertebrate Paleontology (2010). In the event that earth-disturbing construction-related activities uncover any paleontological resources (i.e., bones or teeth) when a monitor is	Proof of retention of a qualified Paleontologist; site inspection; submittal of documentation	Prior to the issuance of a grading permit; during construction	City of Costa Mesa Economic and Development Services Department, Planning Division		

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
not present, those activities shall be diverted at least 15 feet away from the discovery until a qualified Paleontologist is brought on-site to assess the find for possible salvage. Construction workers shall not attempt to remove such finds. The Paleontologist shall document the discovery as needed and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The Paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the applicant determines that avoidance is not feasible, the qualified Paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Costa Mesa Economic and Development Services Department, Planning Division for review and approval prior to implementation. The applicant shall adhere to the recommendations in the approved plan. Any significant fossils, as determined by the qualified Paleontologist, recovered shall be documented in a final report and offered to an appropriate facility for curation.	City approval of excavation plan	Prior to resuming construction activities	City of Costa Mesa Economic and Development Services Department.		
2.17 Transportation					
Project Design Features					
PDF-3 T-1 Increase Residential Density This measure accounts for the Vehicle Miles Traveled (VMT) reduction achieved by a project that is designed with a higher density of dwelling units compared to the average residential density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in VMT.	This project design feature would be satisfied through the project's current design based on the number of units proposed.				

Requirements	Method of Verification	Timing of Verification	Responsible for Verification	Verification of Completion	
				Date	Initial
2.20 Mandatory Findings of Significance					
As described above, implement SC AIR-1, SC AIR-2, PDF-1, MM BIO-1a, MM BIO-1b, MM CUL-1, MM CUL-2, MM CUL-3, MM TCR-1, PPP CUL-1, PPP TCR-1, PDF-2, MM GEO-1, MM GEO-2, and PDF-3.					

RESOLUTION NO. 2025-xx

A RESOLUTION OF CITY COUNCIL APPROVAL OF GENERAL PLAN AMENDMENT (PGPA-24-0002), TENTATIVE TRACT MAP, DESIGN REVIEW, AND DENSITY BONUS FOR A 142 DWELLING UNIT RESIDENTIAL COMMON INTEREST DEVELOPMENT AT 3150 BEAR STREET

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

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

WHEREAS, California Government Code Section 65358(a) authorizes the City Council to amend the General Plan if it is deemed to be in the public interest;

WHEREAS, the General Plan is a long-range, comprehensive document that serves as a guide for the orderly development of the City of Costa Mesa;

WHEREAS, by its very nature, the General Plan is subject to update and revision to account for current and future community needs;

WHEREAS, the application was filed by Vanesa Scheidel of Meritage Homes, authorized agent for the property owners, for the real property located at 3150 Bear Street;

WHEREAS, the proposed project, is a residential common interest development on a 6.12 acre lot with 142 ownership dwelling units with a base density of 20 dwelling units per acre and a 20 percent density bonus. The applicant is requesting approval of the following:

1. General Plan Amendment (PGPA-24-0002): to amend the General Plan Land Use Element including changing the Land Use Designation of the project site from General Commercial to High Density Residential;
2. Rezone: Give first reading to an Ordinance approving the rezone of the project site from Administrative and Professional (AP) to Multiple Family Residential (R3);
3. Design Review: Approve the Design Review for the development of the project;
4. Tentative Tract Map No.19334: Approve the Tentative Tract Map to allow for individual ownership of the units;

DRAFT

5. Density Bonus: Approve the density bonus which will provide seven very-low-income units in exchange for a 20 percent density bonus; and

WHEREAS, pursuant to Costa Mesa Municipal Code (CMMC) Section 13-83.63(a) and City Council Policy 500-2, a project screening is required for all privately-initiated General Plan Amendments;

WHEREAS, a screening provides awareness of the application to the community and gives the City Council an opportunity to offer comments on the merits and appropriateness of the proposed development before the applicant submits the formal planning application(s);

WHEREAS, a screening for General Plan Amendment (GPS-23-03) was conducted by the City Council September 3, 2024, pursuant to the requirements of City Council Policy 500-2;

WHEREAS, a General Plan Amendment is required to modify the Land Use Element's maps, figures, text and tables to apply a High Density Residential land use designation to the subject property, as the site currently has a land use designation of General Commercial, which is not consistent with the residential development;

WHEREAS, General Plan Amendment (PGPA-24-0002), includes the following revisions to the Land Use Element, and as depicted in further details in Exhibit A attached hereto:

1. Figure LU-3 – Amend the Land Use Policy Map to account for the modified land use designations;
2. Table LU-3 – Amend the Land Use Designation Table to account for the modified land use designations;
3. Table LU-20 – Amend the General Plan Land Use 2035 table to account for the modified land use designations.

WHEREAS, based on the proposed General Plan Amendment, adoption of Ordinance No. 2025-__ for the Rezone (Attachment 3) is necessary to establish consistency between the General Plan and Zoning Code;

WHEREAS, consistent with the General Plan Amendment, the Rezone will apply the Multiple Family Residential (R3) zoning designation to the site, currently zoned Administrative

and Professional (AP), with a maximum base density of 20 dwelling units per acre and a maximum of 142 units;

WHEREAS, the Design Review is a request to provide site plan and architectural details for the proposed buildings, on-site improvements as well as common open space;

WHEREAS, Tentative Tract Map No. 19334 is a request to subdivide the property to allow for individual ownership of the dwelling units;

WHEREAS, Density Bonus is an agreement between the City of Costa Mesa and the applicant pursuant to California Government Code Sections 65915 et. Seq to allow for additional density and incentives with the inclusion of affordable housing;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a Final Mitigated Negative Declaration (MND) including the Mitigation Monitoring and Reporting Program was prepared in compliance with CEQA and the local environmental review guidelines;

WHEREAS, the City has found that this project will generate an annual net fiscal surplus of $78,058 to the City's General Fund per the Fiscal Impact Analysis report;

WHEREAS, the Planning Commission conducted a duly-noticed public hearing on July 14, 2025 with all persons having the opportunity to speak for and against the proposal.

WHEREAS, on July 14, 2025, the Planning Commission recommended approval of the proposed project with a 5-0 vote;

NOW, THEREFORE, based on the evidence in the record and the findings contained in Exhibit A2, and subject to the conditions of approval contained within Exhibit A3 and B, and all the mitigation measures included in the Mitigation Monitoring and Reporting Program contained within Exhibit B of Attachment 1, **THE CITY COUNCIL** take the following actions:

1. **ADOPT** General Plan Amendment PGPA-24-0002 to modify the Land Use Element's maps, figures, text and tables to apply the High Density Residential land use designation to the site with a base density of 20 dwelling units per acre, a maximum of 142 dwelling units; and
2. **GIVE FIRST READING** to Ordinance 2025-__ to rezone the project site to Multiple Family Residential (R3) to facilitate the residential development in substantially the form as shown in Exhibit E; and

3. **APPROVE** the Design Review for 142-unit residential common interest development; and
4. **APPROVE** Tentative Tract Map No. 19334 to subdivide the property to allow for individual ownership; and
5. **APPROVE** the Density Bonus to authorize a 20 percent density bonus in exchange for a minimum of 5% of the base units (122) to be provided as very low income units for a period of no less than 55 years and to authorize requested incentive to deviate from the residential design guidelines and waivers related to maximum height, front setback, landscape parkways, open space, individual dwelling unit minimum lot area, and side by side unit development.

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that adoption of this Resolution is expressly predicated upon the activity as described in the staff report for MND, General Plan Amendment, Rezone, Design Review, Tentative Tract Map, and Density Bonus, and upon the applicant's compliance with each and all of the conditions in Exhibits A3 and B, and compliance of all applicable federal, state, and local laws. Any approval granted by this resolution shall be subject to review, modification or revocation if there is a material change that occurs in the operation, or if the applicant fails to comply with any of the conditions of approval.

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 5th day of August, 2025.

_____
John Stephens, Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
Brenda Green, City Clerk Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing 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 5 day of August 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 5th day of August 2025.

_____
Brenda Green, City Clerk

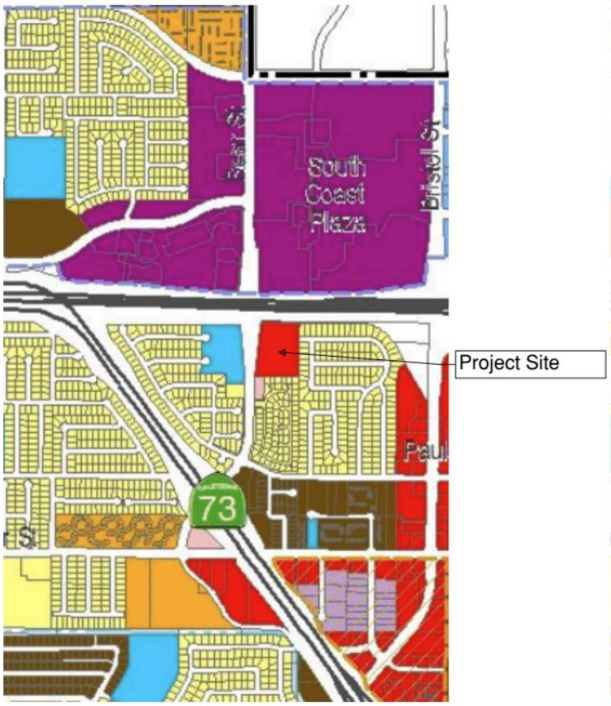
EXHIBIT A

GENERAL PLAN AMENDMENT PGPA-24-0002

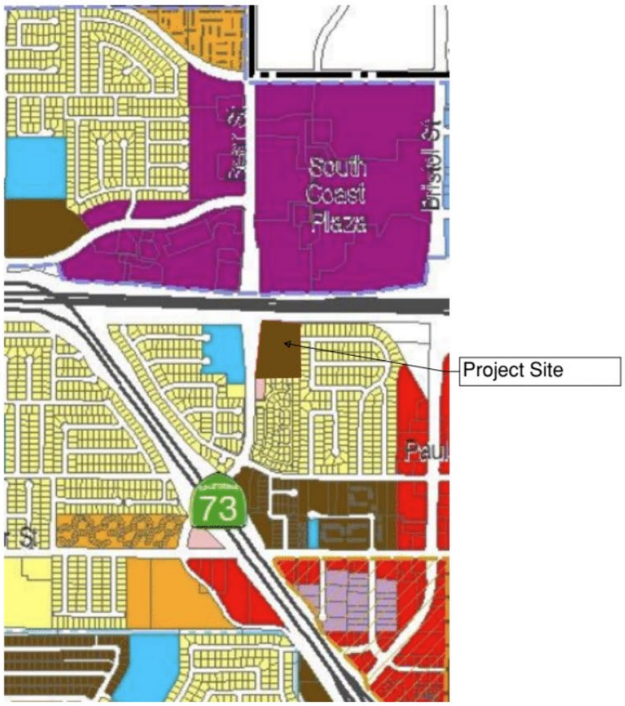
Amendment to Land Use Map (Figure LU-3)

Update Land Use Map by applying the High Density Residential land use designation to the site:

Existing General Plan Land Use



Proposed General Plan Land Use



General Plan Land Uses

- Low Density Residential (8 du/ac)
- Medium Density Residential (12 du/ac)
- High Density Residential (20 du/ac)
- Commercial-Residential (17.4 du/ac)
- Neighborhood Commercial
- General Commercial
- Commercial Center
- Regional Commercial
- Multi-Use Center (6 to 40 du/ac)
- Urban Center Commercial
- Cultural Arts Center
- Light Industrial
- Industrial park
- Golf Course
- Fairgounds
- Public/Institutional

Amendment to Land Use Designation Table (Table LU-3)

Update Table LU-3: Amend the Land Use Designation Table to account for the modified land use designations:

Table LU-3: Land Use Designations (2015)

Land Use Designations	Residential Density	Floor-Area Ratio	Acres Developed	Acres Undeveloped	Net Acres	% of Acres
Residential						
Low-Density Residential	≤8 du/ac	N/A	2,087.4	0.8	2,088.2	25.9%
Medium-Density Residential	≤12 du/ac		858.1	1.1	859.1	10.7%
High-Density Residential[1,2]	≤20 du/ac		~~859.99~~866.12	2.912~~2.918.13~~	869.03~~862.89~~	10.~~87~~%
Non-Residential						
Commercial-Residential	≤17.4 du/ac	0.20/High Traffic 0.30/Moderate Traffic 0.40/Low Traffic	47.9	0.0	47.9	0.6%
Neighborhood Commercial	≤20 du/ac	0.15/High Traffic 0.25/Moderate Traffic 0.35/Low Traffic 0.75/Very Low Traffic	40.3	0.2	40.5	0.5%
General Commercial	≤20 du/ac	0.20/High Traffic 0.30/Moderate Traffic 0.40/Low Traffic 0.75/Very Low Traffic	~~605.94~~599.82	8.5	608.32~~614.44~~	7.56%
Commercial Center[3]	≤20 du/ac	0.25/High Traffic 0.35/Moderate Traffic 0.45/Low Traffic 0.75/Very Low Traffic	117.18	0.3	117.48	1.5%
Urban Center Commercial[3]	20 to 80 du/ac	N/A[5]	59.74	66.6	126.34	1.6%
Cultural Arts Center[4]	Varies[4]	1.77[4]	57.3	0.0	57.3	0.7%
Regional Commercial	≤20 du/ac	0.652/0.89[4]	147.9	0.0	147.9	1.8%
Industrial Park	≤20 du/ac	0.20/High Traffic 0.30/Moderate Traffic 0.40/Low Traffic 0.75/Very Low Traffic	630.13	2.4	632.53	7,9%
Light Industrial[6]	≤20 du/ac	0.15/High Traffic 0.25/Moderate Traffic 0.35/Low Traffic 0.75/Very Low Traffic	374.2	4.0	378.1	4.7%
Public and Institutional	--	0.25	1,263.2	0.3	1,263.4	15.7
Golf Course	--	≤0.01	553.7	0.0	553.7	6.9%
Fairgrounds	--	≤0.10	150.0	0.0	150.0	1.9%
Multi-Use Center	15 to 25 du/ac	0.25	102.6	0.0	102.6	1.3%
Totals			**7,955.6**	**87.1**	**8,042.4**	**100%**

Notes: 1. Within the Medium and High Density Residential designation, existing residential units legally built in excess of the dwelling units per acre standard may be rebuilt at the same higher density subject to other zoning code standards. The allowable density or number of units to be redeveloped would be limited to the 1990 General Plan density with a 25% incentive bonus for Medium-Density or a 50% incentive bonus for High Density or the existing number of units, whichever is less.

2. See High Density Residential text regarding areas in North Costa Mesa where the density allowance exceeds 20 units per acre. Site Specific Density of 20.4 du/acre approved for 1.86-acre 38 unit project at 1957 Newport Blvd. and 390 Ford Road.

3. See Commercial Center, Regional Commercial, and Urban Center Commercial text for site specific density and FAR.

4. See text for Mixed-Use Development and Cultural Arts Center provisions for additional discussion.

Amendment to General Plan Land Use 2034 Table (Table LU-20)

Amend the General Plan Land Use 2035 table to account for the modified land use designations:

Table LU-20: General Plan Land Use 2035

Land Use Designations	Net Acres	Residential Dwelling Units		Non-Residential Square Feet	
		2015 Existing	2035 Future	2015 Existing	2035 Future
Residential					
Single-Family	2,088.2	14,210	14,811~~14,791~~	--	--
Multi-Family	1,720.2	28,413	37,225~~36,958~~	--	--
Non-Residential					
Commercial-Residential	47.9	--	--	543,000	455,200
Neighborhood Commercial	40.5	--	--	338,000	472,100
General Commercial	616.3	--	--	7,065,300	8,556,100
Commercial Center	117.5	--	--	733,000	1,075,800
Urban Center Commercial	126.3	--	--	4,550,700	5,581,200
Cultural Arts Center	57.3	--	--	2,673,300	4,869,800
Regional Commercial	147.9	--	--	2,723,700	3,260,800
Industrial Park	632.6	--	--	8,684,500	9,895,000
Light Industrial	378.1	--	--	4,402,500	2,838,000
Public and Institutional	1,263.4	--	--	1,989,000	3,970,700
Golf Course	553.7	--	--	84,200	84,200
Fairgrounds	150.0	--	--	454,450	1,020,400
Multi-Use Center	102.6	--	--	--	279,000
Totals	**8,044.5**	**42,623**	~~50,692~~50,834	**33,916,000**	**42,553,000**

Notes:

1. *Includes Low-Density Residential General Plan land use designation.*
2. *Includes Medium-Density, High-Density, and Commercial-Residential, Overlays General Plan land use designations.*

EXHIBIT A2

FINDINGS

A. ***General Plan Amendment (PGPA-24-0002)***

According to Costa Mesa Municipal Code Section 13-29(g), there are no specific findings required for a General Plan Amendment. Such amendments are considered legislative actions and are subject to the discretion of the City Council. In this case, the proposed General Plan Amendment seeks to modify the Land Use Element's maps, figures, text, and tables to apply the High Density Residential designation to the site.

Below is staff's justification in support of the proposed general plan amendment:

The proposed project would contribute to the City meeting its City's 6th cycle RHNA allocations.

Facts in Support: The City of Costa Mesa's 6th Cycle (2021–2029) Housing Element identifies specific sites to meet the State-mandated Regional Housing Needs Allocation (RHNA) of 11,760 units. The proposed project site is not designated as a housing opportunity site but would still contribute to the City's required RHNA allocation. Specifically, the project will provide seven very low-income units and 135 above moderate-income units.

The proposed density at 20 du/acre is appropriate given the property's location, site size, and design of the project.

Facts in Support: The project location and design foster a pedestrian-friendly environment, allowing residents to access nearby amenities and commercial corridors. The location is appropriate because of the proximity to South Coast Plaza, Metro Pointe, and other commercial corridors along Baker Street, Bristol Street, and Paularino Avenue. The project provides options to walk or bike to retail centers, coffee shops, and entertainment uses because the internal sidewalk network connects to the existing sidewalks on Bear Street. The higher density townhome component of the project is located away from existing established neighborhoods to reduce massing impacts. In addition, the site was identified as an area for development since it was included in the Measure K zone.

B. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(11) "**Rezone Findings**" because:

Finding: The proposed rezone is consistent with the Zoning Code and the general plan and any applicable specific plan.

Facts in Support of Finding: Consistent. The proposed rezone is consistent with the Zoning Code, the proposed General Plan amendment, and applicable planning documents. Specifically, the applicant is requesting to rezone the project site by applying the R3 zoning district. This rezone would allow for the development of the 142 dwelling unit project pursuant to the provisions of Article 1 (Residential Districts) of Chapter V of the Zoning Code.

To facilitate this rezoning, a General Plan Amendment is also proposed to formally apply the zoning districts to the site. The General Plan Amendment would modify the Land Use Element maps, figures, text, and tables to reflect the new High-Density Residential land use designation. Per Table LU-19: General Plan and Zoning Consistency of the General Plan Land Use Element, the zoning districts are considered consistent with the High-Density Residential land use designation. Therefore, the proposed rezone and General Plan Amendment align with the City's land use framework and are necessary to support the proposed residential development.

C. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(13) – "**Tentative Tract Map Findings**" because:

***Finding: The creation of the subdivision and related improvements is consistent with the general plan, any applicable specific plan, and this Zone Code. proposed rezone is consistent with this Zoning* Code.**

Facts in Support of Finding: Consistent. The creation of the subdivision aligns with the amendment land use designation of the General Plan by promoting residential ownership. Additionally, the subdivision complies with the local Zoning Code, amended zoning district, and State laws by conforming to established development regulations. The proposed map will allow for each individual unit to be sold separately.

Finding: The proposed use of the subdivision is compatible with the general plan.

Facts in Support of Finding: Consistent. The proposed development aligns with the General Plan by addressing the critical need for housing options within the community. Located near commercial corridors, this development promotes the City's goals of increasing residential density while enhancing accessibility to essential services and transportation.

Finding: The subject property is physically suitable to accommodate the subdivision in terms of type, design and density of development, and will not result in substantial environmental damage nor public health problems, based on compliance with the Zoning Code and general plan, and consideration of appropriate environmental information.

Facts in Support of Finding: Consistent. The proposed project is an in-fill development and is located in an urbanized area. The site meets the minimum lot size requirement that can accommodate the density and necessary utilities. There are no wildlife habitats or bodies of water on the site or nearby, further ensuring that the development will not result in substantial environmental damage. This strategic location allows for the efficient use of already developed land, minimizing the need for additional site disturbance, and preserving green spaces elsewhere in the community.

Finding: The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision, as required by State Government Code section 66473.1

Facts in Support of Finding: Consistent. The design of the proposed development thoughtfully considers the orientation of the lot, aligning in a manner that maximizes solar exposure, ensuring natural passive heating during colder months. Each townhome unit has operable windows and doors on each side of the building, which will allow for airflow through the units, allowing for natural heating and cooling opportunities. All buildings are spaced a minimum of 10 feet apart, which allows for airflow between buildings throughout the project site. Additionally, the layout incorporates various outdoor amenity areas at the center of the development and green spaces to promote natural airflow and cooling, minimizing the need for artificial heating or air conditioning. This approach reflects the principles outlined in State Government Code section 66473.1.

Finding: The division and development will not unreasonably interfere with the free and complete exercise of the public entity and/or public utility rights-of-way and/or easements within the tract.

Facts in Support of Finding: Consistent. The proposed development has been designed to ensure that all existing public entity and utility rights-of-way and easements within the subdivision remain accessible and unobstructed. Coordination with utility providers and the City will be maintained throughout the development process to avoid any disruptions and ensure that essential services can continue to operate efficiently.

Finding: The discharge of sewage from this land division into the public sewer system will not violate the requirements of the State Regional Water Quality Control Board pursuant to Division 7 (commencing with State Water Code section 13000).

Facts in Support of Finding: Consistent. The discharge of sewage from this infill project into the existing public sewer system will not violate the requirements of the State Regional Water Quality Control Board pursuant to Division 7 of the

State Water Code (commencing with Section 13000), as the project site is currently served by existing utilities with adequate capacity, and the proposed development will not exceed the design limitations of the existing sewer infrastructure or treatment facilities.

D. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(14) – "**Design Review Findings**" because:

Finding: The project complies with the City of Costa Mesa Zoning Code and meets the purpose and intent of the residential design guidelines, which are intended to promote design excellence in new residential construction, with consideration being given to compatibility with the established residential community. This design review includes site planning, preservation of overall open space, landscaping, appearance, mass and scale of structures, location of windows, varied roof forms and roof plane breaks, and any other applicable design features.

Facts in Support of Finding: Consistent. The proposed project complies with the Zoning Code and meets the purpose and intent of the residential design guidelines. The proposed development has been designed with modern craftsmen features including varied roof forms, horizontal and vertical articulation, and the scale has been kept as low as possible by incorporating the fourth floor into the roof. The placement of the attached units has been kept as far as possible from the existing established single-family dwellings and privacy and light impacts have been considered.

Finding: The visual prominence associated with the construction of a two-story house or addition in a predominantly single-story neighborhood has been reduced through appropriate transitions between the first and second floors and the provision of second floor offsets to avoid unrelieved two-story walls.

Facts in Support of Finding: Consistent. Although the project exceeds 2-stories (waiver requested), the project provides appropriate transitions to reduce visual prominence. The project includes construction of a multiple-family neighborhood with attached townhomes and detached single-family units. The neighborhood will be constructed with two-story homes and four-story townhomes. The proposed two-story detached dwellings have been designed with traditional architectural elements including stucco and wood siding, a variety roof forms, and articulation in the form of entries. Plan 1 includes a second floor which is stepped back from the first floor at the front elevation. Plan 2 includes a front porch on the first floor, which provides relief on the front elevation. The plan also includes other architectural elements which provide transitions between the first and second floor, including a trellis above the garage and a band wrapping the home. While the rear elevations of the units do not offer second story offsets, landscaping is used to soften the appearance of the structures and to screen the

development from the established neighborhoods to the east and south of the project site. In addition, the units are modestly sized with the rear and side walls not exceeding 30 feet in width. The units feature gable roofs which range from 27 feet in height to 20 feet in height, which also reduces the build of the structures. A concession is requested and discussed further below in the Density Bonus section to deviate from the design guidelines. The detached units buffer the existing neighborhoods from the attached units.

Finding: As applicable to affordable multi-family housing developments, the project complies with the maximum density standards allowed pursuant to the general plan and provides affordable housing to low or very-low income households, as defined by the California Department of Housing and Community Development. The project includes long-term affordability covenants in compliance with state law.

Facts in Support of Finding: Consistent. The proposed development includes 142 residential ownership units including seven very low-income units for no less than 55 years. The project complies with the maximum density standards allowed pursuant to the proposed General Plan in that the base density is 20 dwelling units per acre which is permitted. The inclusion of the affordable units provides the project a 20 percent density bonus, which would allow for 147 dwelling units on the property. The project proposes four less than the maximum allowed and therefore complies with density standards.

E. The proposed project complies with Title 13, Section 13-29(g)(3), of the Costa Mesa Municipal Code "**Density Bonus Findings**" because:

Finding: The request is consistent with State Government Code section 65915 et. seq. regarding density bonuses and other incentives, the general plan, any applicable specific plan, and Chapter IX special regulations, Article 4 density bonuses and other incentives.

Facts in Support of Finding: Consistent. The requested density bonus is consistent in that the applicants are requesting a 20 percent density bonus with the inclusion of 5 percent very-low-income units (7 units). Pursuant to the Government Code, the request allows the developer to request one concession and unlimited waivers. The request also allows the developer to utilize reduced parking ratios as established by the government code. The request is consistent with General Plan Land Use Land Use Policies LU-1.3, 6.1, 7.1, and Housing Element Policies HOU-2.1, 3.2, 3.4.

Finding: The requested density bonus and incentive or concession constitute the minimum amount necessary to provide housing at the target rents or sale prices and/or a child care facility.

Facts in Support of Finding: Consistent. The requested density bonus would allow the project to develop up to 147 dwelling units with the 20 percent density

bonus. The project proposed 142 units while still including the 5 percent units dedicated to very low-income units. The requested concession is a request to deviate from the design guidelines. The concession request constitutes the minimum deviation necessary to allow for the project to provide seven affordable units at the very low-income level.

Finding: The granting of the incentive or concession is required in order to provide for affordable housing costs, as defined in Health and Safety Code section 50052.5 or for rents for the targeted units.

Facts in Support of Finding: Consistent. The requested concession is related to the residential design guidelines. Strict compliance with these design standards would reduce the interior square footage of the units, which are already modest in size, thereby reducing their functionality and increasing the costs of the development. Furthermore, requiring offsets on all elevations would increase design complexity, construction costs, and potentially result in a reduction in the number of units achievable on the site. As such, the enforcement of the standard would physically preclude the applicant from constructing the density bonus units permitted under state law because the market rate units subsidize the affordable units. Therefore, the requested concession is necessary to physically accommodate the density, including the affordable units.

Finding: The granting of the incentive or concession and/or the waiver or reduction of development standards does not have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code section 65589.5 upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

Facts in Support of Finding: Consistent. The requested waivers are for maximum building height, front setback, landscaped parkways, open space, individual unit lot area, and side-by-side units. The requested concession is related to design guidelines related to second-story design. The requested waivers are minimal in that they will not impact the circulation or safety of the proposed development. The waivers are necessary to increase the number of units on the site to meet the density afforded per the density bonus. The buildings will be required to be constructed in compliance with the Building Code. Therefore, granting the waivers will have no negative impacts on the health, safety, or physical environment of the project site.

Finding: The granting of the incentive or concession and/or the waiver or reduction of development standards does not have an adverse impact on any real property that is listed in the California Register of Historical Resources.

Facts in Support of Finding: Consistent. The proposed project is not located in proximity to real property listed in the California Register of Historic Resources and will therefore have no impacts.

F. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures. An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the proposed project, pursuant to CEQA. All environmental topics analyzed in the IS/MND would not result in significant environmental impacts with implementation of the mitigation measures identified in the Mitigation Monitoring and Reporting Program as well as implementation of City standard conditions of approval/code requirements.

G. Mitigation measures from the Final MND including Mitigation Monitoring and Reporting Program have been included as Exhibit B of Attachment 1. If any of these mitigation measures are removed or substantially modified, the Planning Commission must make a recommendation to City Council for their consideration of the removed or modified mitigation measures. The City Council must then make a finding that the removed or modified mitigation measures will not result in significant environmental impacts.

H. The project, as conditioned, is consistent with Chapter XII, Article 3, Transportation System Management, of Title 13 of the Costa Mesa Municipal Code in that the development project's traffic impacts would be mitigated at all affected intersections by the payment of traffic impact fees and as may be further required by terms and conditions of the Development Agreement.

EXHIBIT A3

CONDITIONS OF APPROVAL

Plng.

1. General Plan Amendment PGPA-24-0002, Rezone, Design Review, Tentative Tract Map 19334, and Density Bonus shall comply with the conditions of approval, code requirements, special district requirements, and mitigation measures of the MND for this project. Mitigation Measures from the MND for this project have been included as Exhibit B to Attachment 1 and have been incorporated into these conditions. If any of these conditions are removed or substantially modified, the City Council must make a finding that the project will not result in significant environmental impacts

2. The expiration of the Planning Application shall coincide with the expiration of the approval of the Tentative Tract Map No. 19334 which is valid for two years. An extension request is needed to extend the expiration for each additional year after the initial two-year period.

3. The conditions of approval, including Mitigation Measures incorporated as Exhibit B to Attachment 1, code requirements, and special district requirements of General Plan Amendment PGPA-24-0002, Rezone, Design Review, Tentative Tract Map No. 19334, and Density Bonus Agreement shall be blueprinted on the face of the site plan as part of the plan check submittal package.

4. The project is subject to compliance with all applicable Federal, State, and local laws. A copy of the applicable Costa Mesa Municipal Code requirements has been forwarded to the Applicant and, where applicable, the Authorized Agent, for reference.

5. The project shall be limited to the type of buildings as described in this staff report and in the attached plans. Any change in the use, size, or design shall require review by the Planning Division and may require an amendment to the application.

6. If any section, division, sentence, clause, phrase or portion of this resolution is 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.

7. The owner shall contract with a waste disposal company that will provide full on-site trash, recyclable, and organics collection. Access for disposal collection shall be provided in designated waste areas as identified in the project plans. There shall be no storage of trash bins or cans on public

streets with the exception of temporary use of the right-of-way for rolling containers or loading to large trash trucks.

8. No modification(s) of the approved building elevations including, but not limited to, changes that increase the building height, removal of building articulation, or a change of the finish material(s), would be made during construction without prior Planning Division written approval. Failure to obtain prior Planning Division approval of the modification could result in requirement of the applicant to (re)process the modification through a discretionary review process, or modify the construction drawings to reflect the approved plans.

9. Permits are required for all signs according to the provisions of the Costa Mesa Sign Ordinance. Freestanding signs are subject to review and approval by the Planning Division/Development Services Director to ensure compatibility in terms of size, height, and location with the proposed/existing development and existing freestanding signs in the project vicinity.

10. The proposed project is required to comply with California Public Resources Code 5097.9-5097.991 (which protects Native American historical and cultural resources, and sacred sites) and Health and Safety Code Section 7050.5 (pertaining to the discovery or recognition of any human remains). [PPP CUL-1]

11. The proposed project is required to comply with California Public Resources Code 5097.9–5097.991 (which protects Native American historical and cultural resources, and sacred sites); Public Resources Code 21084.3 (avoid damaging effects to any Tribal cultural resource); Health and Safety Code Section 7050.5 (pertaining to the discovery or recognition of any human remains). [PPP TCR-1]

12. The subject property's ultimate finished grade level may not be filled/raised in excess of 30 inches above the finished grade of any abutting property. If additional dirt is needed to provide acceptable on-site storm water flow to a public street, an alternative means of accommodating that drainage shall be approved by the City's Building Official prior to issuance of any grading or building permits. Such alternatives may include subsurface tie-in to public storm water facilities, subsurface drainage collection systems and/or sumps with mechanical pump discharge in-lieu of gravity flow. If mechanical pump method is determined appropriate, said mechanical pump(s) shall continuously be maintained in working order. In any case, development of subject property shall preserve or improve the existing pattern of drainage on abutting properties.

13. The applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, legal action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of, or which are in any way related to, the applicant's project, or any approval granted by City related to the applicant's project. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section. City shall have the right to choose its own legal counsel to represent the City's interests, and applicant shall indemnify City for all such costs incurred by City.

14. To avoid an alley-like appearance, the private streets and driveways shall not be developed with a center concrete swale. The final landscape concept plan shall indicate the landscape palette and the design/material of paved areas, and the landscape/hardscape plan shall be approved by the Planning Division prior to issuance of building permits.

15. All utilities servicing irrigation, project lighting and other commonly serving improvements, shall either be provided by a common meter on each phase or by (a) common meter(s) that is the shared responsibility for all property owners in the development project. The CC&Rs or other organizational documents shall include verbiage requiring the common meters for the life of the development project.

16. 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 to minimize light and glare impacts, and shall be of a type approved by the Development Services Director.

17. SCAQMD Rule 403 requires the implementation of best available dust control measures during activities capable of generating fugitive dust. The proposed project must follow the standard SCAQMD rules and requirements with regard to fugitive dust control, which include, but are not limited to the following:
    1) All active construction areas shall be watered two times daily.
    2) Speed on unpaved roads shall be reduced to less than 15 miles per hour (mph).
    3) Any visible dirt deposition on any public roadway shall be swept or washed at the site access points within 30 minutes.

4) Any on-site stockpiles of debris, dirt, or other dusty material shall be covered or watered twice daily.
5) All operations on any unpaved surface shall be suspended if winds exceed 15 mph.
6) Access points shall be washed or swept daily.
7) Construction sites shall be sandbagged for erosion control.
8) Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
9) Cover all trucks hauling dirt, sand, soil, or other loose materials, and maintain at least 2 feet of freeboard space in accordance with the requirements of California Vehicle Code (CVC) Section 23114.
10)Pave or gravel construction access roads at least 100 feet onto the site from the main road and use gravel aprons at truck exits.
11)Replace the ground cover of disturbed areas as quickly possible. [SC AIR-1]

18. Adequate watering techniques shall be employed to partially mitigate the impact of construction-generated dust particulates. Portions of the project site that are undergoing earth moving operations would be watered such that a crust is formed on the ground surface and then watered again at the end of the day.

19. The project shall provide a minimum seven (7) affordable units. The affordable units shall be evenly distributed throughout all unit types and unit sizes, and throughout the buildings.

20. Prior to issuance of any temporary certificate of occupancy, or certificate of occupancy, the traffic signal shall be installed, and resident amenities including BBQ area and playground shall be constructed and installed as provided in the application.

21. With the exception of personal deliveries being provided to residents, operational and construction truck deliveries shall not occur anytime between the hours of 8:00 pm and 7:00 am.

22. All garages shall be provided with automatic garage door openers.

23. Second, third, and fourth floor windows shall be designed and placed to minimize direct lines-of-sight into windows on adjacent neighboring properties and units, and to minimize visibility into abutting residential side and rear yards. Every effort shall be made to maintain the privacy of abutting property owners. Prior to issuance of a building permit, applicant shall provide a window placement study demonstrating compliance with this condition. Prior to final planning inspection, additional screening vegetation may be required to meet the intent of the condition.

24. The following project design feature shall be incorporated into the project. All off-road equipment equal to or greater than 50 horsepower shall meet either United States Environmental Protection Agency (EPA) or California Air Resources Board (ARB) Tier 3 standards with Level 3 Verified Diesel Emission Control Strategy (VDEC) filters. The project applicant shall submit a construction management plan to the City of Costa Mesa's Planning Division for review and approval prior to issuance of any grading and building permits. The construction management plan shall demonstrate that the off-road equipment used on-site to construct the proposed project would comply with these specified off-road emission standards. Off-road equipment descriptions and information included in the construction management plan may include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. [PDF-1]

25. If ground-disturbing or vegetation-removing construction activities or tree removal is proposed during the breeding/nesting season for migratory birds (typically February 1 through September 15), a qualified Biologist shall conduct pre-construction surveys for special-status birds and other migratory birds within the construction area, including a 500-foot survey buffer, no more than 3 days prior to the start of ground-disturbing activities in the construction area. [MM BIO-1a]

26. If an active bird nest is located during pre-construction surveys or at any point during the construction phase of the proposed project, a qualified Biologist shall establish a buffer around the nest using flagging tape or other barrier. The buffer shall be established at a minimum radius of 500 feet around an active raptor nest and 300 feet around an active migratory bird nest. Avoidance buffers may be altered at the discretion of the qualified Biologist depending on the location of the nest and species tolerance to human presence and construction activity. Furthermore, construction activities and personnel shall be restricted from entering the buffer area to avoid disturbance of the nest until it is abandoned or a qualified Biologist deems disturbance potential to be minimal. Additional restrictions may include alteration of the construction schedule to avoid the active nesting season. [MM BIO-1b]

27. The following project design feature shall be incorporated into the project. The proposed project shall be designed as an all-electric development, which requires that all appliances installed into the proposed townhomes be electric powered and no natural gas lines shall be run to the proposed townhome buildings. [PDF-3]

28. The proposed increased residential density shall not be reduced. This measure accounts for the Vehicle Miles Traveled (VMT) reduction achieved by a project that is designed with a higher density of dwelling units compared to the average residential density in the U.S. Increased densities affect the distance people travel and provide greater options for the mode of travel they choose. Increasing residential density results in shorter and fewer trips by single-occupancy vehicles and thus a reduction in VMT. [PDF-3 T-1]

29. An access easement shall be recorded to allow for pedestrians to cross through the property from the Olympic Avenue pedestrian gate to the public right of way at Bear Street.

30. If the project includes phased construction, then the open space, recreational facilities, and parking shall be developed in proportion to the number of dwelling units intended to be developed during any given stage of construction under the direction of the Planning Division.

31. All new residential units constructed as part of the proposed project shall be equipped with positive static pressure forced heating, ventilation, and air conditioning (HVAC) systems. These systems shall include high-efficiency air filtration using Minimum Efficiency Reporting Value (MERV) 14 filters or higher in the air intake. The project applicant shall submit HVAC system specifications and a mechanical plan to the City of Costa Mesa's Planning Division for review and approval prior to the issuance of any building permits. The submitted documentation shall demonstrate that the HVAC systems are designed to maintain positive indoor air pressure and are equipped with MERV 14 or higher filters. Documentation may include, but is not limited to, HVAC system design drawings, filter specifications, manufacturer certifications, and calculations verifying positive pressure performance.

Bldg. 32. Plans shall be prepared under the supervision of a registered California Architect or Engineer. Plan shall be stamped and signed by the registered California Architect or Engineer.

33. If soil contamination exists, then remediation plans shall be submitted to both the Building Division and the County of Orange for review, approval and issuing a permit. Building permit(s) shall not be issued until the soil is certified as clean and usable by a Soil’s Engineer.

34. For construction or improvements that encroach within Public Utility Easements, the applicant shall provide written approvals from the utility companies associated with that easement.

35. Submit precise grading plans, an erosion control plan and a hydrology study. A precise grading plan shall not be required if any of the following are met: 1) An excavation which does not exceed 50 CY on any one site and which is less than 2 ft in vertical depth, or which does not create a cut slope greater than 1 ½:1 (excluding foundation area). 2) A fill less than 1 foot in depth placed on natural grade with a slope flatter than 5:1, which does not exceed 50 CY on any one lot and does not obstruct a drainage course. 3) A fill less than 3 ft in depth, not intended to support structures, which does not exceed 50 CY on any one lot and does not obstruct a drainage course. Prior to issuing the Building permit, the rough grading certificate shall be submitted to the Building Division.

Eng. 36. Comply with the requirements contained in the letter prepared by the City Engineer (Exhibit B)

37. Proposed storm drain facilities shall be constructed pursuant to the City of Costa Mesa Master Drainage Plan.

38. The project shall fulfill drainage ordinance fee requirements prior to approval of final maps and plans.

39. Private on-site drainage facilities and parkway culverts or drains will not be maintained by the City and shall be maintained by the owner or developer of the property. Private lateral connections to City storm drains shall require a hold harmless agreement prior to issuance of grading or building permits.

Trans 40. All parking stalls shall follow the City's Parking Design Standards unless otherwise approved.

Fire 41. All fire apparatus roads shall be constructed of a solid surface (no pavers) approved by CMFR and the Planning Division.

42. Fire lanes and fire apparatus turnarounds shall be in place and operational before combustible construction takes place.

43. If a phased building construction method is implemented, all fire hydrants, fire lanes, and fire apparatus turnarounds that serve the phase(s) of construction shall be operational before combustible construction takes place.

44. Fire apparatus or hose pull access to existing buildings shall be maintained where previously required or an alternate fire access plan shall be submitted to the Fire & Rescue Department for formal review and approval before the site is modified.

PRIOR TO ISSUANCE OF A DEMOLITION OR GRADING PERMIT

Plng

45. A comprehensive asbestos and lead-based paint (LBP) survey shall be conducted at the project site. Any project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos-containing material (ACM) or LBP shall be conducted in accordance with applicable regulations, including, but not limited to:
    - South Coast Air Quality Management District's (SCAQMD's) Rule 1403
    - California Health and Safety Code (Section 39650 et seq.)
    - The California Occupational Safety and Health Administration (Cal/OSHA) Administration Regulations (California Code of Regulations [CCR] Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
    - Code of Federal Regulations (CFR) (Title 40, Part 61 [asbestos]; Title 40, Part 763 [asbestos]; Title 40, Part 745 [lead]; and Title 29, Part 1926 [asbestos and lead])
    - U.S. Environmental Protection Agency's (EPA's) Lead Renovation, Repair and Painting Program Rules and Residential Lead-Based Paint Disclosure Program

    Sections 402, 404, and 403, as well as Title IV of the Toxic Substances Control Act (TSCA).

46. Prior to the issuance of a grading permit, the Owner/Developer shall implement the recommendations provided in Section 3, Conclusion and Preliminary Recommendations, in the Geotechnical Exploration prepared by SA Geotechnical, Inc. (SA GEO). The Exploration, included in Appendix F, is incorporated herein by reference as fully set forth in this mitigation measure. [MM GEO-1]

47. The precise grading plan shall clearly show the lowest and highest point of the development. 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 (5) feet from the building, between the building and a line five (5) feet from the building.

48. Prior to or concurrent with submittal of plans for grading, building plan check, and/or submittal of the final subdivision map for engineering plan check, the applicant shall prepare and submit documentation for compliance with the State Water Resources Control Board (SWRCB) Water Quality Order 99-08-DWQ; National Pollutant Discharge Elimination System (NPDES) Permit No. WQ 2022-0057-DWQ, CAS000002 for Storm Water Discharges Associated with Construction Activity (General Permit); the Santa Ana Regional Water Quality Control Board (Santa Ana RWQCB) Order No. R8-2009-0030, as amended by Order No. R8-2010-0062 (NPDES Permit No. CAS618030); and the City's Ordinance No. 97-20 for compliance with the NPDES permit. Such documentation shall include a Storm Water Pollution Prevention Plan (SWPPP) if over one acre and a

Water Quality Management Plan (WQMP) identifying and detailing the implementation of applicable best management practices (BMPs).

49. All interior and exterior architectural coatings used on-site during project construction must meet or exceed the VOC content limits established by SCAQMD Rule 1113. The project sponsor shall include in any construction contracts and/or subcontracts a requirement that all interior and exterior architectural coatings used in project construction meet the VOC content limits established by SCAQMD Rule 1113. [SC AIR-2]

50. Applicant shall contact the South Coast Air Quality Management District (SCAQMD) at (800) 288-7664 for potential additional conditions of development or for additional permits required by the district.

51. The construction contractor is required to recycle/reuse at least 65 percent of the construction material including, but not limited to, soil, mulch, vegetation, concrete, lumber, metal, and cardboard, and to use “green building materials” such as those materials that are rapidly renewable or resource-efficient, and recycled and manufactured in an environmentally friendly way, as specified in the California Department of Resources Recycling and Recovery (CalRecycle) Sustainable (Green) Building Program.

52. Prior to issuance of grading permits, developer shall identify to the Development Services Director or designee a construction relations officer to act as a community liaison concerning on-site activity, including resolution of issues related to dust generation from grading/paving activities.

53. Prior to issuance of grading permits, developer shall submit for review and approval a Construction Management Plan. This plan features methods to minimize disruption to the neighboring uses to the fullest extent that is reasonable and practicable. The plan shall include construction parking and vehicle access and specifying staging areas and delivery and hauling truck routes. The plan should mitigate disruption during construction. The truck route plan shall preclude truck routes through residential areas and major truck traffic during peak hours. The total truck trips to the site shall not exceed 200 trucks per day (i.e., 100 truck trips to the site plus 100 truck trips from the site) unless approved by the Development Services Director or Transportation Services Manager.

54. Paleontological monitoring of excavations in previously undisturbed surface deposits by a qualified monitor shall be required. Sediment samples from deeper excavations, borings, trenching, or grading shall be wet screened if they cannot be dry screened. The concentrate from the screening activities shall be sorted with the aid of a 10x microscope. These mitigation efforts

shall be consistent with the mitigation guidelines published by the Society of Vertebrate Paleontology (2010). In the event that earth-disturbing construction-related activities uncover any paleontological resources (i.e., bones or teeth) when a monitor is not present, those activities shall be diverted at least 15 feet away from the discovery until a qualified Paleontologist is brought on-site to assess the find for possible salvage. Construction workers shall not attempt to remove such finds. The Paleontologist shall document the discovery as needed and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The Paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the applicant determines that avoidance is not feasible, the qualified Paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The plan shall be submitted to the City of Costa Mesa Economic and Development Services Department, Planning Division for review and approval prior to implementation. The applicant shall adhere to the recommendations in the approved plan. Any significant fossils, as determined by the qualified Paleontologist, recovered shall be documented in a final report and offered to an appropriate facility for curation. [MM GEO-2]

55. Prior to issuance of grading permits, the City of Costa Mesa shall ensure a qualified Archaeologist who meets the Secretary of the Interior's Standards for professional archaeology has been retained for the project and shall be on-call during all demolition and grading/excavation. The qualified Archaeologist shall ensure the following measures are followed for the project.

    1) Prior to any ground disturbance, the qualified Archaeologist, or their designee, shall provide worker environmental awareness protection training to construction personnel regarding regulatory requirements for the protection of cultural (prehistoric and historic) resources. As part of this training, construction personnel shall be briefed on proper procedures to follow should resources of a potentially cultural nature be discovered during construction. Workers shall be provided contact information and protocols to follow in the event that inadvertent discoveries are made. The training can be in the form of a video or PowerPoint presentation. Printed literature (handouts) can accompany the training and can also be given to new workers and contractors to avoid the necessity of continuous training over the course of the project.
    2) Prior to any ground disturbance, the applicant shall submit a written Cultural Resources Monitoring Plan (RMP) to the City of Costa Mesa's Development Services Director for review and approval. The monitoring plan shall include Monitor contact information (including the qualified Archaeologist and the Native American Monitor per MM TCR-1),

specific procedures for field observation, diverting and grading to protect finds, and procedures to be followed in the event of significant finds.

3) In the event cultural resources are discovered during any stage of project construction, all construction work within 50 feet (15 meters) of the discovered resource shall cease and the qualified Archaeologist, in collaboration with the Monitor, shall assess the discovery. Construction activities outside the buffer zone may continue during the Monitor's assessment.

4) Non-Native American (Non-TCR) Discoveries: If warranted based on the qualified Archaeologist's evaluation of the archaeological (but non-TCR) discovery, the Archaeologist shall collect the resource and prepare a test-level report describing the results of the investigation. The test-level report shall evaluate the site including discussing the significance (depth, nature, condition, and extent of the resource), identifying final Cultural Mitigation Measures, if any, that the City of Costa Mesa's Development Services Director shall verify are incorporated into future construction plans, and providing cost estimates.

5) Conjoined Archaeological and Native American (TCR) Discoveries: If, following consultation with the Monitors, it is determined that a historic or prehistoric discovery includes Native American materials or resources, then the Monitor shall determine the appropriate treatment of the discovered TCR(s) consistent with Mitigation Measure TCR-1. The Monitor shall prepare a TCR discovery report, which may include descriptions and evaluations of the area and conditions at the site of the discovery (i.e., depth, nature, condition, and extent of the resources), as well as a discussion of the significance to the applicable Native American Tribe.

6) The requirements of Section 15064.5 of the CEQA Guidelines shall be followed. Construction work within the buffer area surrounding a TCR discovery shall resume only after the Monitor has (1) appropriately inventoried and documented the resource and any surrounding material of significance to the applicable Native American Tribe, and (2) completed the appropriate treatment of the resource consistent with MM TCR-1. [MM CUL-1]

56. Prior to issuance of any grading permits, the applicant shall formally retain a Native American Monitor from the Native American Tribe that is culturally and ancestrally affiliated with the project location. The applicant shall enter into a contract for monitoring services with the Gabrieleño Band of Mission Indians–Kizh Nation and Juaneño Band of Mission Indians, Acjachemen Nation-Belarde. The Tribal Monitor (the "Monitor") shall monitor all "ground-disturbing" project activities, which includes but is not limited to: demolition, grubbing/clearing, rough grading, precise grading, mass grading, trenching, excavation, boring, auguring, and weed abatement on previously disturbed and undisturbed ground (collectively "ground-disturbing activities"). A copy

of the executed contracts shall be submitted to the Costa Mesa Development Services Department prior to the issuance of any permit necessary to commence ground-disturbing activities.

The Monitor shall prepare daily monitoring logs that include descriptions of the relevant ground-disturbing activities, locations of such activities, observed soil types, and the presence or absence of Tribal cultural-related materials. Should Tribal cultural resources be discovered, monitoring logs shall identify and describe such resources, including but not limited to, Native American cultural resources as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitoring logs shall be provided to the City of Costa Mesa and maintained as confidential. In the event cultural resources are discovered during any phase of ground-disturbing activities, and it is determined by the Monitor and the qualified Archaeological Monitor, in consultation with the City, to be Native American in origin, then all construction activity within 50 feet (15 meters) of the find shall cease until the Monitor can assess the find. Work shall be allowed to continue outside of the buffer zone. The Monitor shall determine the appropriate treatment of the discovered resource that is consistent with the Tribe's cultural practices, including reinternment on-site in an appropriate area determined by the tribe in consultation with the City and the applicant, or retention of the discovered resource for educational purposes. Construction work within the buffer area surrounding a TCR discovery shall resume only after the Monitor has (1) appropriately inventoried and documented the resource and any surrounding material of significance to the Tribal nations, and (2) completed the appropriate treatment of the resource.

Monitoring for Tribal cultural resources (TCRs) shall conclude upon the City's receipt of written confirmation from the Monitor that ground-disturbing activities with potential impacts to discovered and/or undiscovered TCRs are complete. [MM TCR-1]

Bldg 57. Prior to the Building Division (AQMD) issuing a demolition permit the applicant shall contact South Coast Air Quality Management District located at: 21865 Copley Dr. Diamond Bar, CA 91765-4178 Tel: 909- 396-2000 Or Visit their web site http://www.costamesaca.gov/modules/showdocument.aspx?documentid= 23381 The Building Div. will not issue a demolition permit until an Identification no. is provided by AQMD.

58. Demolition permits for existing structure(s) shall be obtained and all work and inspections completed prior to final building inspections. Applicant is notified that written notice to the Air Quality Management District may be required ten (10) days prior to demolition.

59. Prior to the issuance of grading permits, submit a precise grading plan, an erosion control plan and a hydrology study. A precise grading plan shall not be required if any of the following are met: (1) An excavation which does not exceed 50 CY on any one site and which is less than 2 ft in vertical depth, or which does not create a cut slope greater than 1 ½:1 (excluding foundation area); (2) A fill less than 1 foot in depth placed on natural grade with a slope flatter than 5:1, which does not exceed 50 CY on any one lot and does not obstruct a drainage course; and (3) A fill less than 3 ft in depth, not intended to support structures, which does not exceed 50 CY on any one lot and does not obstruct a drainage course.

60. Prior to the issuance of grading permits, submit a soils report for this project. Soil's Report recommendations shall be blueprinted on both the architectural and the precise grading plans.

61. The ground adjacent immediately to the foundation shall be slopes away from the building at a slope of not less than 5% for a minimum distance of 10 feet measured perpendicular to the face of the wall CBC sec. 1804.3. See also exception. ii- On graded sites the top of exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved discharge devise a minimum of 12 inches plus 2 percent California Building Code sec. 1808.7.4 i- On graded sites the top of exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved discharge devise a minimum of 12 inches plus 2 percent. California Residential Code CRC 403.1.7.3 ii- Lots shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of 6 inches within the first 10 feet.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

Plng. 62. Prior to issuance of building permits, the applicant shall contact the U.S. Postal Service with regard to location and design of mail delivery facilities. Such facilities shall be shown on the site plan, landscape plan, and/or floor plan.

63. In compliance with the Map Act, prior to issuance of building permits, the applicant shall provide proof of recordation of Tentative Tract Map No. 19334.

64. Provide a noise study to be reviewed and approved by the Planning Division prior to issuance of building permits. If present and/or projected exterior noise exceeds 60 CNEL, California Noise Insulation Standards, Title 25, California Code of Regulations require a maximum interior noise level of 45 CNEL for residential structures. If required interior noise levels are achieved by requiring that windows be inoperable or closed, the design for the structure must also specify the means that will be employed to

provide ventilation, and cooling if necessary, to provide a habitable interior environment.

65. Address assignment shall be requested from the Planning Division prior to submittal of working drawings for plan check. The approved address of individual units, suites, buildings, etc., shall be blueprinted on the site plan and on all floor plans in the working drawings.

66. The applicant shall contact the current cable company prior to issuance of building permits to arrange for pre-wiring for future cable communication service.

67. Prior to issuance of building permits, a final landscape plan shall be incorporated into the building permit plan set indicating the landscape palette and the design/material of paved areas shall be submitted for review and approval by the Planning Division. The private streets shall also be enhanced with pervious pavers, colored stamped concrete, or other treatment to the satisfaction of the Development Services Director. The plan shall meet the requirements set forth in Costa Mesa Municipal Code Sections 13-101 through 13-108, shall be required as part of the project plan check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.

68. Prior to the issuance of any building permits, the applicant shall enter into a Density Bonus Agreement with the City, consistent with the requirements of State Density Bonus Law and the City's applicable regulations. The Agreement shall detail the number, type, location, and affordability level of all required affordable units, as well as any development incentives, concessions, waivers, or parking reductions granted under the density bonus provisions. The Agreement shall be subject to review and approval by the City Attorney's Office prior to execution and recordation against the property and shall be for a minimum of 55 years.

69. Subject to exceptions to allow for ADA paths of travel or other specific purposes identified by the applicant's landscape architect, all landscaped areas shall be separated from paved vehicular areas by 6" high continuous Portland Cement Concrete curbing.

70. The landscaping of this project shall comply with the City's landscaping requirements and any applicable guidelines (i.e. Water Efficient Landscape Guidelines). The final landscape plan shall meet tree count, tree selection, shrub count, groundcover and turf requirements per the City's Zoning Code.

71. Prior to the issuance of a building permit, the applicant shall install permanent physical barriers such as bollards, guardrails, fences, or raised curbs and concrete wheel stops at the front edge of all parking spaces

adjacent to sidewalks and common use open space. Concrete wheel stops shall be installed 2'-0" from the front edge of open parking spaces, or where applicable, landscape planters shall be increased 2'-0" to allow curbing to serve as a wheel stop. These barriers shall be designed and placed to prevent vehicle overhang from encroaching into the project walkways, public sidewalk areas, and common use open areas, and shall comply with all accessibility standards. The design, materials, and placement shall be subject to review of the City Engineer and Planning Division to ensure compatibility with the residential development and surrounding streetscape.

72. No exterior roof access ladders, roof drain scuppers, or roof drain downspouts are permitted. This condition relates to visually prominent features of scuppers or downspouts that not only detract from the architecture but may be spilling water from overhead without an integrated gutter system which would typically channel the rainwater from the scupper/downspout to the ground. An integrated downspout/gutter system which is painted to match the building would comply with the condition. This condition shall be completed under the direction of the Planning Division.

73. Prior to the issuance of Building Permits, the Applicant shall submit a Lighting Plan and Photometric Study for the approval of the City's Development Services Department. The Lighting Plan shall demonstrate compliance with the following: (a) Lighting design and layout shall limit spill light to no more than 0.5-foot candle at the property line of the surrounding neighbors, consistent with the level of lighting that is deemed necessary for safety and security purposes on site. (b) Glare shields may be required for select light standards.

74. Trash facilities shall be screened from view, and designed and located appropriately to minimize potential noise and odor impacts to residential areas.

75. All on-site utility services shall be installed underground or screened on the roof (e.g., satellite dishes), in which case such utility services shall be obscured from view.

76. The parking area and pedestrian paths shall be equipped with lighting of sufficient power to illuminate and make easily discernable the appearance and conduct of all persons on or about the site.

77. Transformers, backflow preventers, and any other approved above- ground utility improvement shall be located outside of the required street setback area and shall be screened from view, under direction of Planning staff. Any deviation from this requirement shall be subject to review and approval of the Development Services Director. Installation of all new utility meters shall be performed in a manner so as to obscure the installation from view

from any place on or off the property. The installation shall be in a manner acceptable to the public utility and shall be in the form of a vault, wall cabinet, or wall box under the direction of the Planning Division.

78. Plans shall show method of screening for all ground-mounted equipment (backflow prevention devices, Fire Department connections, electrical transformers, etc.). With the exception of back-flow prevention devices, ground-mounted equipment shall not be located in any landscaped setback visible from the street and shall be screened from view, under the direction of Planning Staff.

79. Any mechanical equipment such as air-conditioning equipment and duct work shall be screened from view in a manner approved by the Planning Division.

80. Prior to building permit issuance, the applicant shall submit a comprehensive utilities plan that shows utility design, undergrounding and required dedications/easements. The plan will be reviewed by both the City's Building Division and Public Works Department.

81. In addition to required Parkland Impact Fee's, the owner shall submit a one-time community benefit payment of $250,000.00 to be used for the sole purpose of improving Shiffer Park.

Bldg. 82. Comply with the requirements of the latest edition of the California Building Code, California Residential Code, California Electrical Code, California Mechanical Code , California Plumbing Code , California Green Building Standards Code and California Energy Code (or the applicable adopted California Building Code, California Residential Code California Electrical Code, California Mechanical Code California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa.

83. Prior to issuing the Building permit, the rough grading certificate shall be submitted to the Building Division.

84. A freeway health risk assessment (HRA) shall be submitted to the City prior to issuance of permits. The project shall incorporate project design recommendations including but not limited to the installation of MERV 13 or MERV 14 air filters as outlined in the HRA.

85. Prior to issuance of permits, the plans shall include 200 cubic feet of storage for each unit outside of the living space (ie. within the garages)

86. Applicant shall provide proof of establishment of a homeowners association prior to release of any utilities prior to selling any of the units as condominiums.

87. Prior to issuance of building permits, the applicant shall provide the Conditions, Covenants, and Restrictions (CC&Rs) to the Development Services Director and City Attorney's office for review. The CC&Rs must be in a form and substance acceptable to, and shall be approved by the Development Services Director and City Attorney's office.

A. The CC&Rs shall contain provisions requiring that the maintenance or homeowner's association effectively manage parking and contract with a towing service to enforce the parking regulations.

B. The CC&Rs shall also contain provisions related to use, preservation and maintenance of the common streets and open space areas in perpetuity by the maintenance or homeowner's association.

C. The CC&Rs shall contain restrictions requiring residents to park vehicles in the garage spaces provided for each unit. Storage of other items may occur only to the extent that vehicles may still be parked within the required garage spaces.

D. The CC&Rs shall contain a notice that the open parking space shall be unassigned and available for visitors.

E. The CC&Rs shall be limited to the ground rules related to: architectural control over future building modifications or additions, architectural design and guidelines for the property, and engagement in alternative dispute resolution before filing a lawsuit to resolve conflicts.

F. The CC&Rs shall contain provisions requiring that the Homeowner's Association or Maintenance Association submit a signed affidavit to the City of Costa Mesa on an annual basis to certify the following:

- The two-car garages in the residential community are being used for vehicle parking by the resident(s).
- The vehicle parking areas within the garage are not obstructed by storage items, including but not limited to, toys, clothing, tools, boxes, equipment, etc.
- The resident(s) have consented to voluntary inspections of the garage to verify the parking availability, as needed.

The form and content of the affidavit shall be provided by the City Attorney's office. Failure to file the annual affidavit is considered a violation of this condition.

G. The CC&Rs shall contain provisions prohibiting the storage of Recreational vehicles or Boats on the site

H. The CC&Rs shall contain provisions prohibiting residents from parking their vehicles on Olympic Avenue or surrounding streets within the existing neighborhood to the east.
I. The CC&Rs shall contain provisions requiring compliance with the City's short term rental ordinance.
J. The CC&Rs shall contain provisions relating to the operation of the pedestrian gate at Olympic Avenue and pedestrian access through the property.

Fire

88. All new family dwellings are required to be equipped with an automatic fire protection system made in accordance with either NFPA 13, NFPA 13D or NFPA 13R (Ladder pads may be needed for some of the design depending on your approach). For the alarm, each system will be required to add an exterior audible notification device (Fire Bell. Adopted and amended from the 2022 fire code) and shall be interconnected with the smoke detectors in each unit.

Trans

89. Fulfill mitigation of off-site traffic impacts at the time of issuance of building permits by submitting the required Traffic Impact Fee to the City Transportation Division according to the prevailing schedule of charges adopted by the City Council. The Traffic Impact Fee is calculated based on the average daily trip net generation of trip ends for the proposed project, including a credit for existing uses. At the current rate, the Traffic Impact Fee is estimated at approximately $136,000. NOTE: The Traffic Impact Fee will be recalculated at the time of issuance of building permits based upon applicable project changes or applicable prevailing schedule of charges as adopted by the City Council.

90. Fulfill the San Joaquin Hills Transportation Corridor Fee Ordinance requirement at the time of issuance of the building permit by submitting the required fee to the City Transportation Division. At the current rates for the proposed uses, the corridor fees are estimated at approximately $182,000, and will be recalculated at the time of issuance of building permits based upon applicable project changes.

91. Submit plans to design and construct a new traffic signal at the Bear Street/Project Driveway including the required underground conduit and fiber optic signal interconnect improvements to provide traffic signal communications to the City's main network at the Traffic Management Center (TMC). Meet with the City Transportation Services Division to discuss necessary traffic signal and fiber optic signal interconnect improvements and for design review and approval.

92. Provide a written operations plan for the opening and closing of the pedestrian gate on the easterly project site frontage where connection to

Olympic Avenue is proposed. Ensure the pedestrian gate is open daily during daytime hours or other hours as identified by City staff.

93. Submit plans to design and construct the closure of the northerly Shiffer Park Driveway and provide landscaping improvements and provide a new pedestrian sidewalk connection between the proposed new traffic signal and the internal park walking paths. Meet with the City's Engineering Division and Parks Maintenance Division for design review and approval.

PRIOR TO FINAL INSPECTION/OCCUPANCY

Plng. 94. The applicant shall contact the Planning Division to arrange Planning inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.

95. Prior to final inspection, street addresses shall be visible from the public street and may be displayed either on the front door, on the fascia adjacent to the main entrance, or on another prominent location. Numerals shall be a minimum six (6) inches in height with not less than one-half-inch stroke and shall contrast sharply with the background.

Play Area 96. Prior to occupancy, the applicant shall submit a letter stating that any play equipment that is installed has been inspected by a person authorized by the manufacturer, that the equipment has been installed per manufacturer's specifications, and that it complies with the minimum playground safety regulations adopted by the State of California (California Code of Regulations, Title 22, Division 4, Chapter 22).

CODE REQUIREMENTS

The following list of federal, state and local laws applicable to the project has been compiled by staff for the applicant's reference. Any reference to "City" pertains to the City of Costa Mesa.

Bldg. 1. Comply with the requirements of the adopted California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards, California Energy Code, and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa at the time of plan submittal or permit issuance. Requirements for accessibility to sites, facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the California Building Code. A change of occupancy shall require compliance with the Disabled access requirements of chapter 11B of the California Building Code.

2. Plans shall be prepared under the supervision of a registered California Architect or Engineer. Plan shall be stamped and signed by the registered California Architect or Engineer.

3. All noise-generating construction activities shall be limited to 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. on Saturday. Noise-generating construction activities shall be prohibited on Sunday and the following federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

4. Prior to issuance of a building permit, the City's Building and Fire Departments shall review the proposed development plans to determine compliance with all building and safety and fire codes, and to ensure safety, suitable occupancy and the necessary occupant ingress and egress.

5. Maximum allowable area of new and additions shall be determined in accordance with the applicable provisions of California Building Code.

6. Maximum area of exterior wall openings shall be determined in accordance with the applicable provisions of California Building Code.

7. Comply with the City's fence and wall standards including the inclusion of visibility triangles.

Fire 8. Comply with the requirements of the 2022 California Fire Code, including the reference standards, as adopted and amended by Costa Mesa Fire & Rescue.

Bus. Lic. 9. All contractors and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final inspections, final occupancy and utility releases will not be granted until all such licenses have been obtained.

SPECIAL DISTRICT REQUIREMENTS

AQMD 10. Prior to the Building Division (AQMD) issuing a demolition permit, contact South Coast Air Quality Management District located at:
21865 Copley Dr
Diamond Bar, CA 91765-4178
Tel: 909-396-2000
OR
Visit their web site:
http://www.costamesaca.gov/modules/showdocument.aspx?documentid=23381
The Building Division will not issue a demolition permit until an identification number is provided by AQMD.

Sani.	11.	It is recommended that the developer contact the Costa Mesa Sanitary District at (949) 645-8400 for current district requirements.
Water	12.	Applicant is reminded that additional conditions of development may be imposed by Mesa Consolidated Water District (949) 631-1200 and/or other serving utilities. Subject to approval by the board of directors, Mesa Consolidated Water District may require payment of a developer impact fee prior to installation of water service or construction of required master plan facilities. Customer shall contact the Mesa Water District – Engineering Desk and submit an application and plans for project review. Customer must obtain a letter of approval and a letter of project completion from Mesa Water District.
School	13.	Pay applicable Newport Mesa Unified School District fees to the Building Division prior to issuance of building permits.
CDFA	14.	Comply with the requirements of the California Department of Food and Agriculture (CDFA) to determine if red imported fire ants exist on the property prior to any soil movement or excavation. Call CDFA at 1-888-4FIREANT for information.

EXHIBIT B
ENGINEERING CONDITIONS OF APPROVAL

Provided Under Separate Cover

EXHIBIT C
PROJECT PLANS

Provided Under Separate Cover

EXHIBIT D
TENTATIVE TRACT MAP NO. 19334

Provided Under Separate Cover

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

FROM THE OFFICE OF THE PUBLIC SERVICES DEPARTMENT

July 2, 2025

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

SUBJECT: Vesting Tentative Tract Map No. 19334
LOCATION: 3150 Bear Street

Dear Commissioners:

Vesting Tentative Tract Map No. 19334 as furnished by the Planning Division for review by the Public Works Department consists of subdividing one parcel into one numbered lot. Vesting Tentative Tract Map No. 19334 meets with the approval of the Public Works Department, subject to the following conditions:

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

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

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

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

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

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

7. Dedicate easements as needed for public utilities.

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

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

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

11. The elevations shown on all plans shall be based on the County of Orange Benchmark Datum (NAVD 88).

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

13. Prior to occupancy, the surveyor/engineer shall submit to the City Engineer a Digital Graphic File, a reproducible mylar of the recorded Parcel Map and nine copies of the recorded Parcel Map.

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

15. The Subdivider's engineers shall furnish the Engineering Division a final hydrology/hydraulics study to the City of Costa Mesa showing existing and proposed facilities and the method of draining this area and tributary areas without exceeding the capacity of any street or drainage facility on-site or off-site. This study to be furnished with the first submittal of the Final Tract Map.

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

17. Ownership and maintenance of the private on-site drainage facilities, BMPs, parkway culverts and other common areas shall be the sole responsibility of the property owner(s) and said owner (s) shall indemnify and hold harmless the City of Costa Mesa for any liability arising out of or in any way associated with the connection of the private drainage system with the City's drainage system and shall execute and deliver to the City of Costa Mesa the standard (indemnity) Hold Harmless Agreement required for such conditions prior to issuance of permits.

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

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

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

21. Maintain the public Right-of-Way in a "wet-down" condition to prevent excessive dust and remove any spillage from the public Right-of-Way by sweeping or sprinkling during construction.

22. Haul routes must be approved by the City of Costa Mesa, Transportation Division.

23. Submit required cash deposit or surety bond to guarantee construction of off-site street improvements at time of permit issuance per Section 15-32, C.C.M.M.C. and as approved by City Engineer. Cash deposit or surety bond amount to be determined by City Engineer.

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

25. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then remove existing driveway across the street for Shiffer Park and replace with full height curb and sidewalk as shown on the Offsite Plan.

26. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development in connection with all the improvements required in connection with the construction of the new traffic signal.

27. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and provide a videotape of the existing storm drain line adjacent to the property frontage. The City Engineer may require the storm drain to be reconstructed if the storm drain is deemed to be failing.

28. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then construct P.C.C. driveway approaches per City of Costa Mesa Standards as shown on the Offsite Plan. Location and dimensions are subject to the approval of the Transportation Services Manager. ADA compliance required for all new driveway approaches.

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

30. Obtain a permit from the City of Costa Mesa, Engineering Division to construct new crosswalk and traffic signal and install necessary striping as well as curb ramps associated with the new crosswalk and traffic signal.

Sincerely,

S. Yang

Seung Yang, P. E.
City Engineer

BEAR STREET

COSTA MESA, CALIFORNIA

DEVELOPER INFORMATION

MERITAGE HOMES, INC.

5 PETERS CANYON ROAD
IRVINE, CA 92606
CONTACT: JOHANNA CROOKER
PHONE: (949) 299-3847
EMAIL: JOHANNA.CROOKER@MLCHOLDINGS.NET

CONSULTANT INFORMATION

ARCHITECTURE:
KTGY ARCHITECTURE & PLANNING

17911 VON KARMAN AVENUE, SUITE 200
IRVINE, CA 92614
CONTACT: ALAN SCALES
PHONE: (949) 221-6256
EMAIL: ASCALES@KTGY.COM

CIVIL:
X ENGINEERING & CONSULTING, INC.

6 HUTTON CENTRE DRIVE, SUITE 650
SANTA ANA, CA 92707
CONTACT: ERIC LISSNER
PHONE: (714) 474-1609
EMAIL: ERIC.LISSNER@XENGINEERINGINC.COM

LANDSCAPE ARCHITECTURE:
C2 COLLABORATIVE LANDSCAPE ARCHITECTURE

100 AVENIDA MIRAMAR
SAN CLEMENTE, CA 92672
CONTACT: SUNDAE LIU
PHONE: (949) 366-6624 x732
EMAIL: DLIU@C2COLLABORATIVE.COM

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ARCHITECTURE

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A1.0 SHEET INDEX

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AA2.1 B1000 - 10-PLEX - ELEVATIONS
AA2.2 B1000 - 10-PLEX - BUILDING PLANS
AA2.3 B1000 - 10-PLEX - BUILDING PLANS
AA2.4 B1000 - 10-PLEX - BUILDING PLANS

AA3.0 B1600 - 16-PLEX - PERSPECTIVES
AA3.1 B1600 - 16-PLEX - ELEVATIONS
AA3.2 B1600 - 16-PLEX - ELEVATIONS
AA3.3 B1600 - 16-PLEX - BUILDING PLANS
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AA4.0 B1800 - 18-PLEX - PERSPECTIVES
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AC1.1 SOLAR SHADE STUDY
AC2.0 LINE OF SIGHT EXHIBIT
AC2.1 LINE OF SIGHT EXHIBIT

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AD1.1 PERSPECTIVE RENDERING
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L-7 PRELIMINARY PLANTING PLAN
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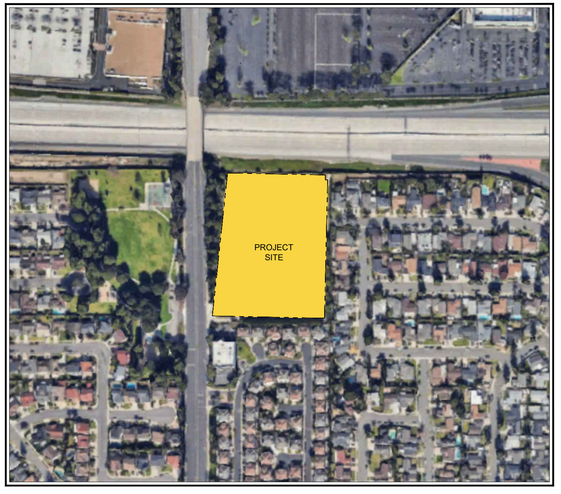
COMMUNITY CONTEXT (1:300)



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Meritage Homes

BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 2.19.2025
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

SHEET INDEX

A1.0

1 - FRONT

2 - REAR

COLOR SCHEME 2 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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NTS
NTS

B1000 - 10-PLEX
PERSPECTIVES

AA2.0

4 - LEFT

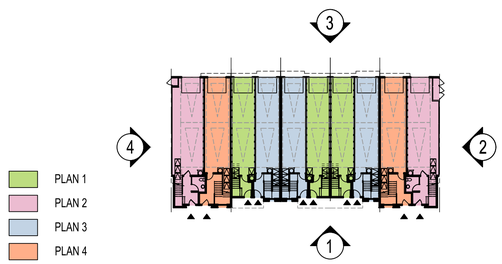
3 - REAR

2 - RIGHT

1 - FRONT

MATERIAL LEGEND

1. FLAT TILE ROOFING
2. STUCCO
3. VERTICAL LAP SIDING
4. TRIM
5. FAUX VENT
6. DECORATIVE AWNING
7. TRELLIS
8. METAL RAILING
9. SECTIONAL GARAGE DOOR
10. WALL LIGHT WITH SIGNAGE
11. ENTRY DOOR
12. VINYL WINDOW
13. UTILITY CLOSET
14. FIRE RISER



KEY SITE PLAN: 1/32" = 1'-0"

COLOR SCHEME 2 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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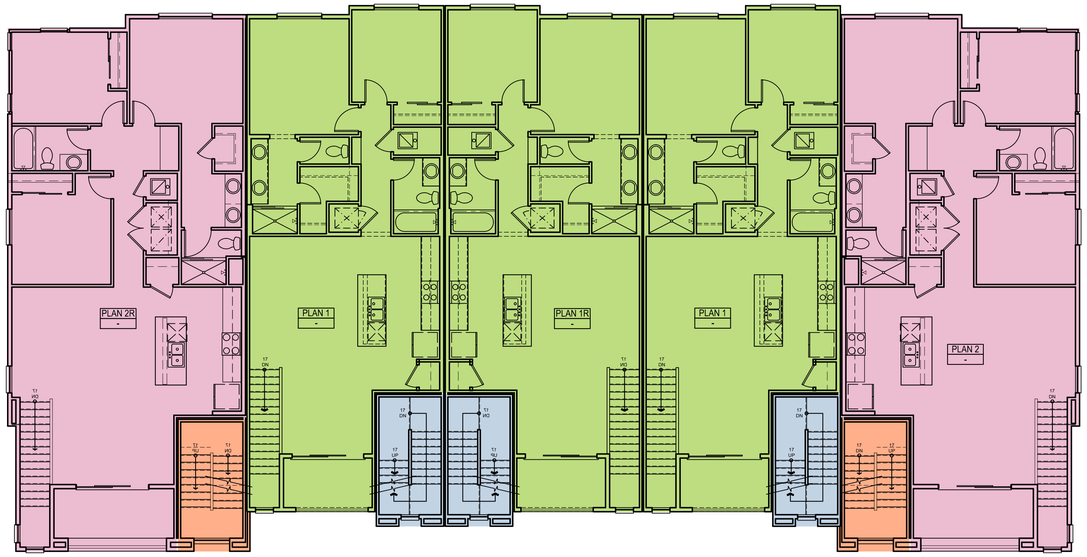
3rd Submittal Date: 02.20.2025

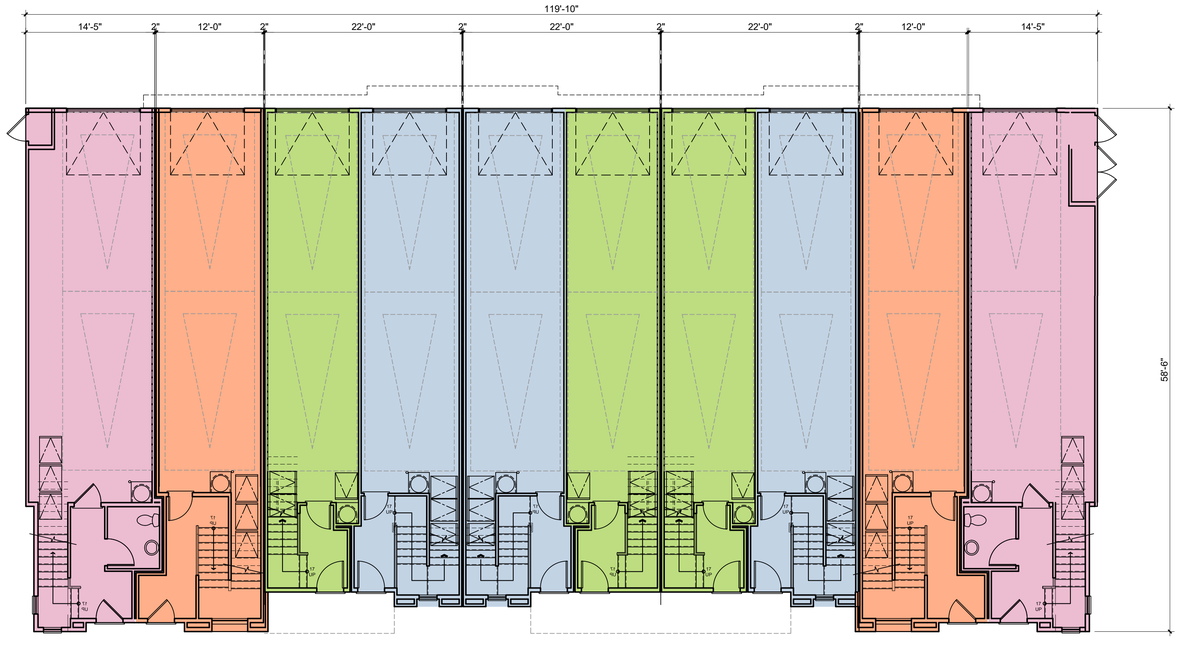
SCALE: 1/8" = 1'-0"
0 8 16 32

B1000 - 10-PLEX
ELEVATIONS

AA2.1



SECOND FLOOR



FIRST FLOOR

PLAN 1
PLAN 2
PLAN 3
PLAN 4

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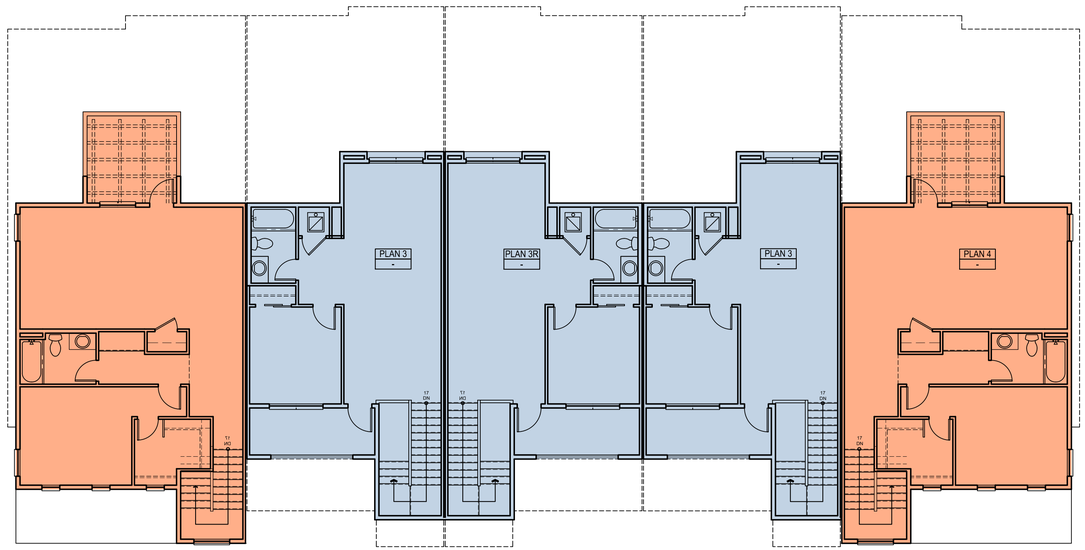
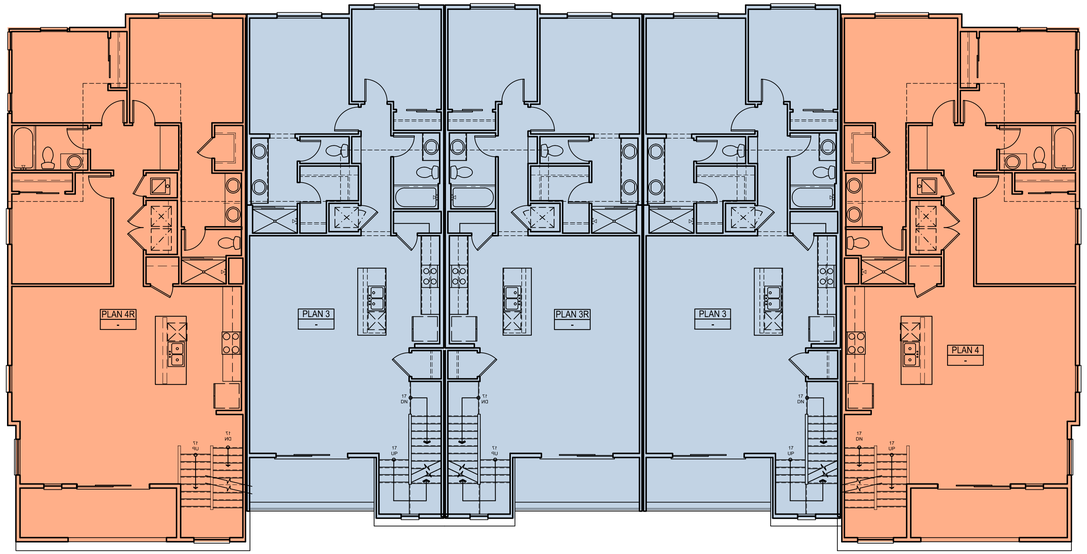
SCALE: 1/8" = 1'-0"
0 4 8 16

B1000 - 10-PLEX
BUILDING PLANS

AA2.2



FOURTH FLOOR



THIRD FLOOR

PLAN 1
PLAN 2
PLAN 3
PLAN 4

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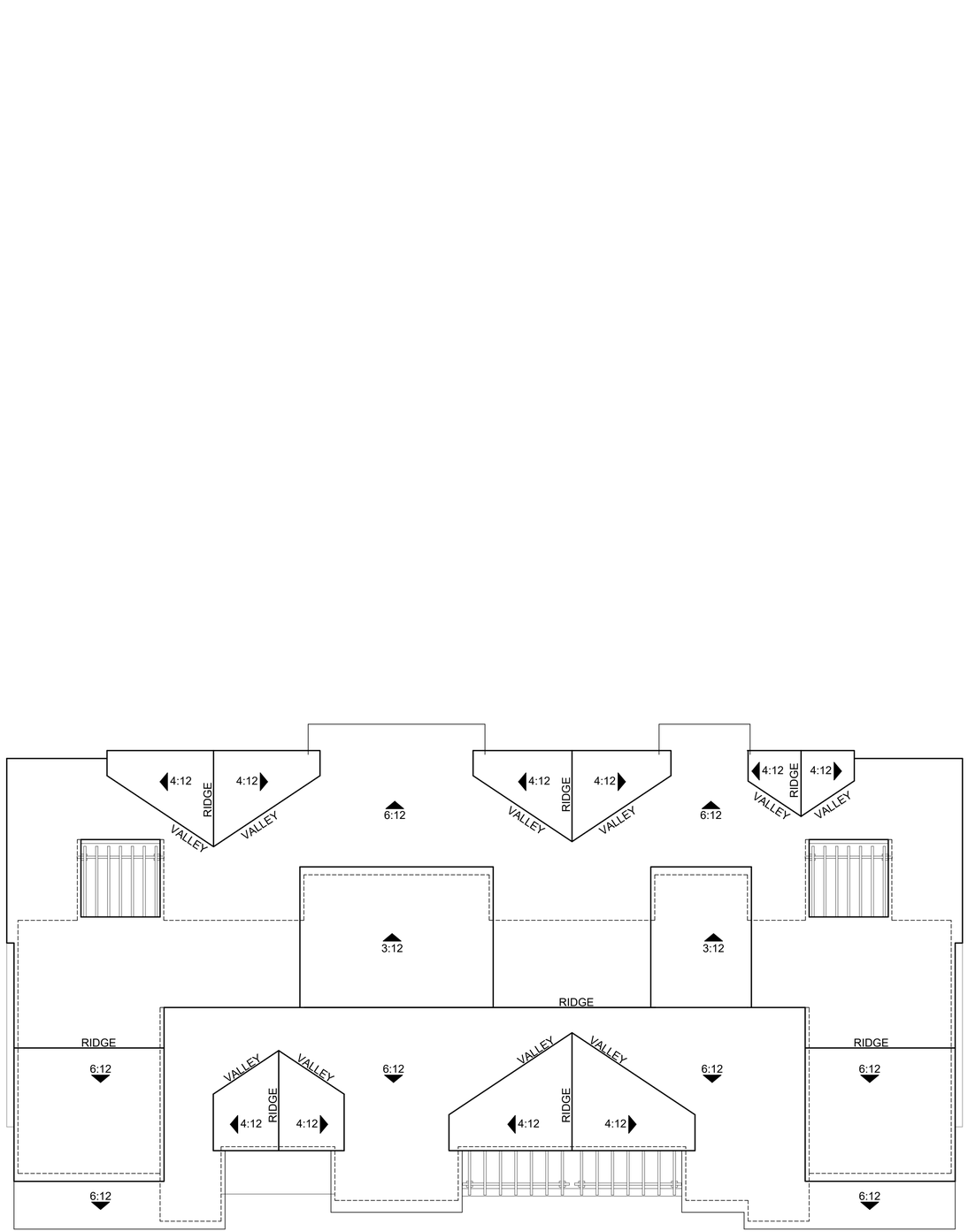
0 4 8 16

B1000 - 10-PLEX
BUILDING PLANS

AA2.3



ROOF PLAN

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SCALE: 1/8" = 1'-0"
0 4 8 16

B1000 - 10-PLEX
BUILDING PLANS

AA2.4

1 - FRONT

2 - REAR

COLOR SCHEME 1 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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NTS
NTS

B1600 - 16-PLEX
PERSPECTIVES

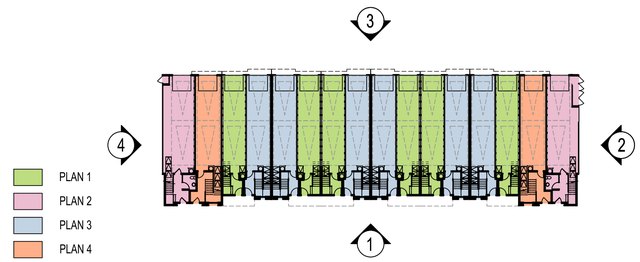
AA3.0

3 - REAR

1 - FRONT

MATERIAL LEGEND

1. FLAT TILE ROOFING
2. STUCCO
3. VERTICAL LAP SIDING
4. TRIM
5. FAUX VENT
6. DECORATIVE AWNING
7. TRELLIS
8. METAL RAILING
9. SECTIONAL GARAGE DOOR
10. WALL LIGHT WITH SIGNAGE
11. ENTRY DOOR
12. VINYL WINDOW
13. UTILITY CLOSET
14. FIRE RISER



KEY SITE PLAN: 1/32" = 1'-0"

COLOR SCHEME 1 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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SCALE: 1/8" = 1'-0"
0 8 16 32

B1600 - 16-PLEX
ELEVATIONS

AA3.1

4 - LEFT

2 - RIGHT

MATERIAL LEGEND

1. FLAT TILE ROOFING
2. STUCCO
3. VERTICAL LAP SIDING
4. TRIM
5. FAUX VENT
6. DECORATIVE AWNING
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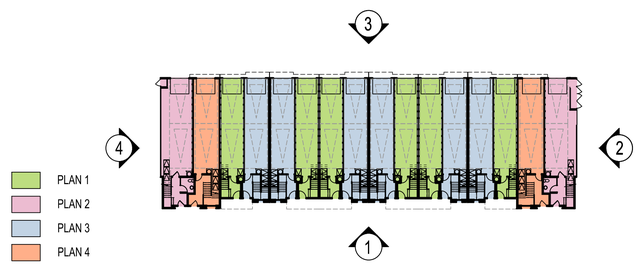

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COLOR SCHEME 1 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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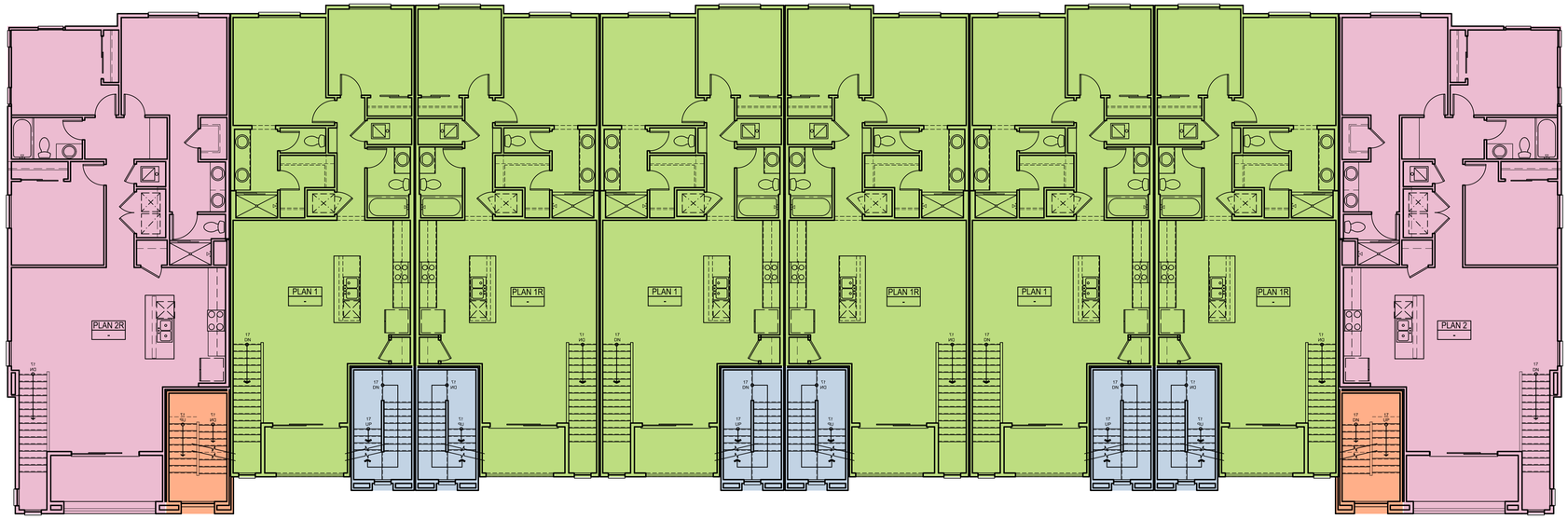
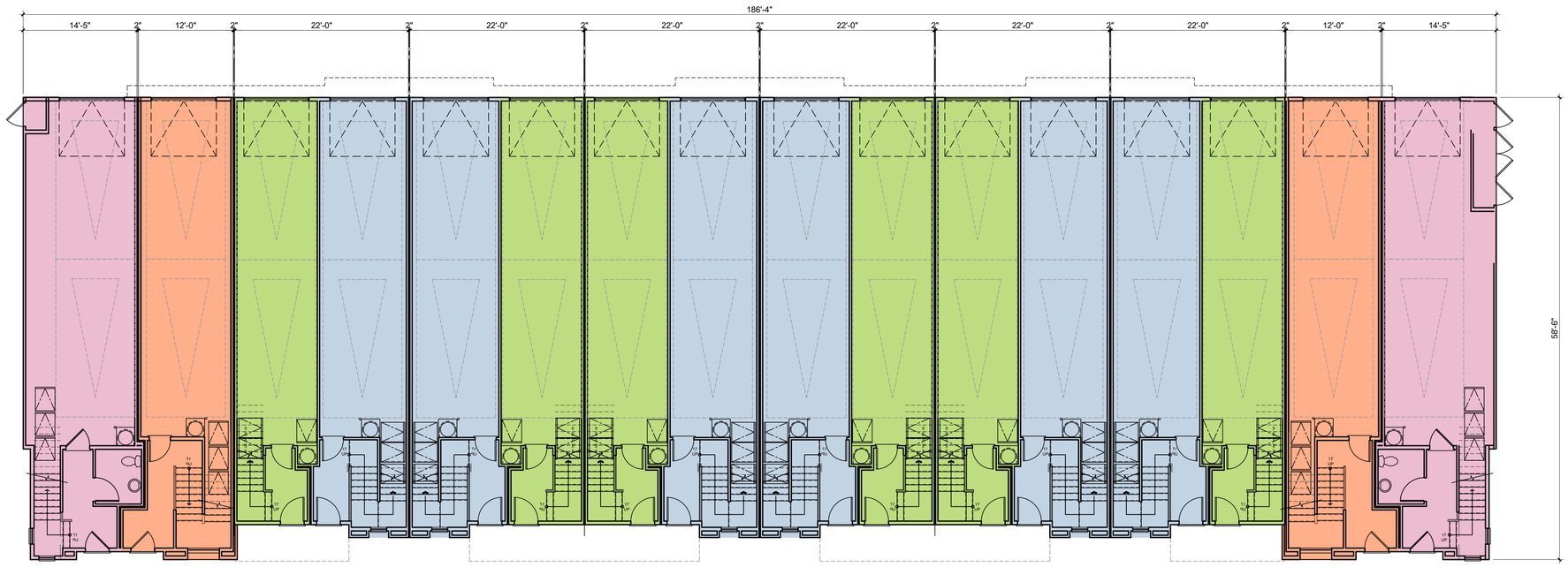
SCALE: 1/8" = 1'-0"
0 8 16 32

B1600 - 16-PLEX
ELEVATIONS

AA3.2



SECOND FLOOR



FIRST FLOOR

PLAN 1
PLAN 2
PLAN 3
PLAN 4

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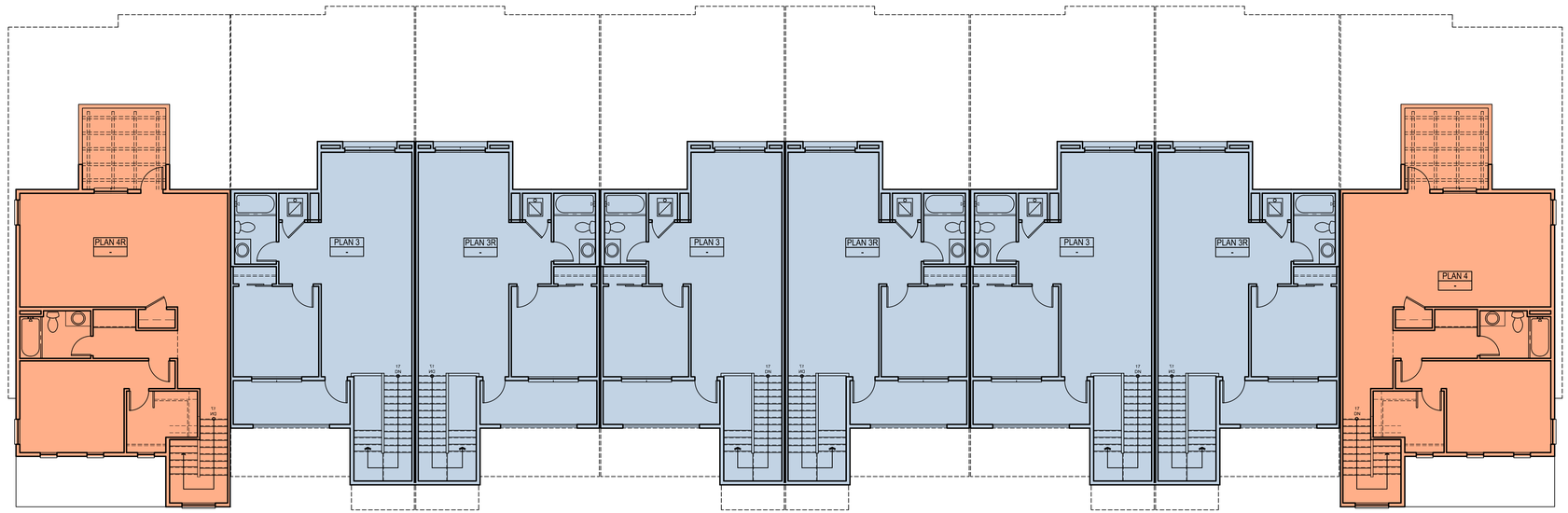
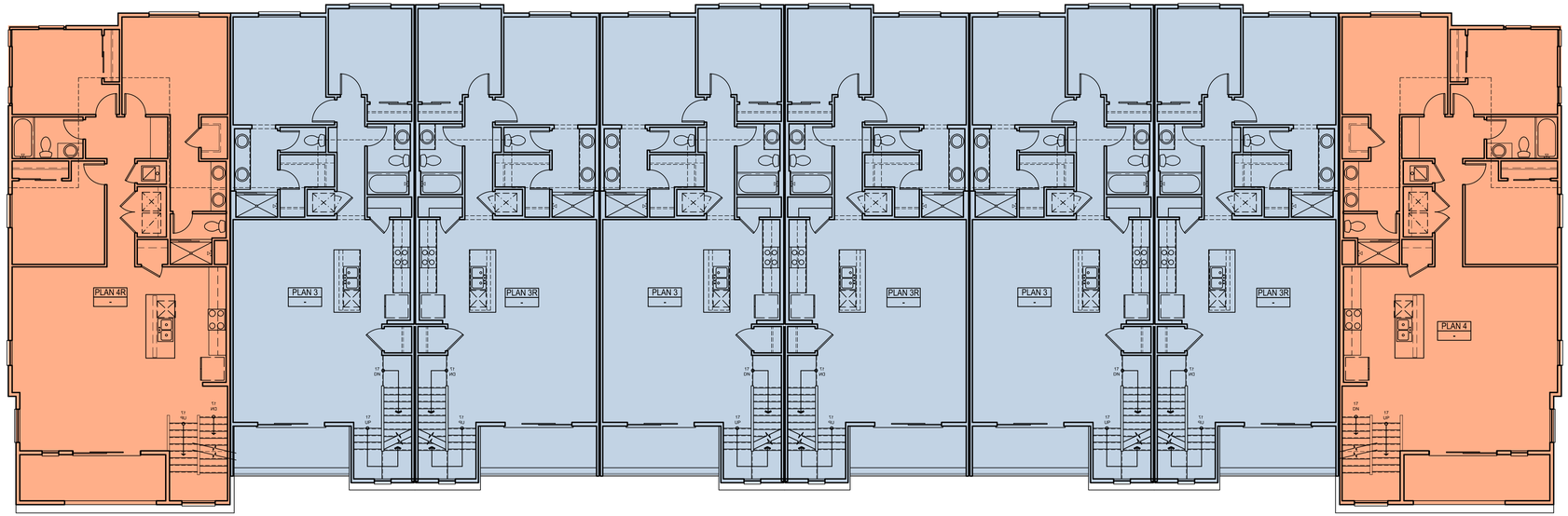
SCALE: 1/8" = 1'-0"
0 4 8 16

B1600 - 16-PLEX
BUILDING PLANS

AA3.3



FOURTH FLOOR



THIRD FLOOR

PLAN 1
PLAN 2
PLAN 3
PLAN 4

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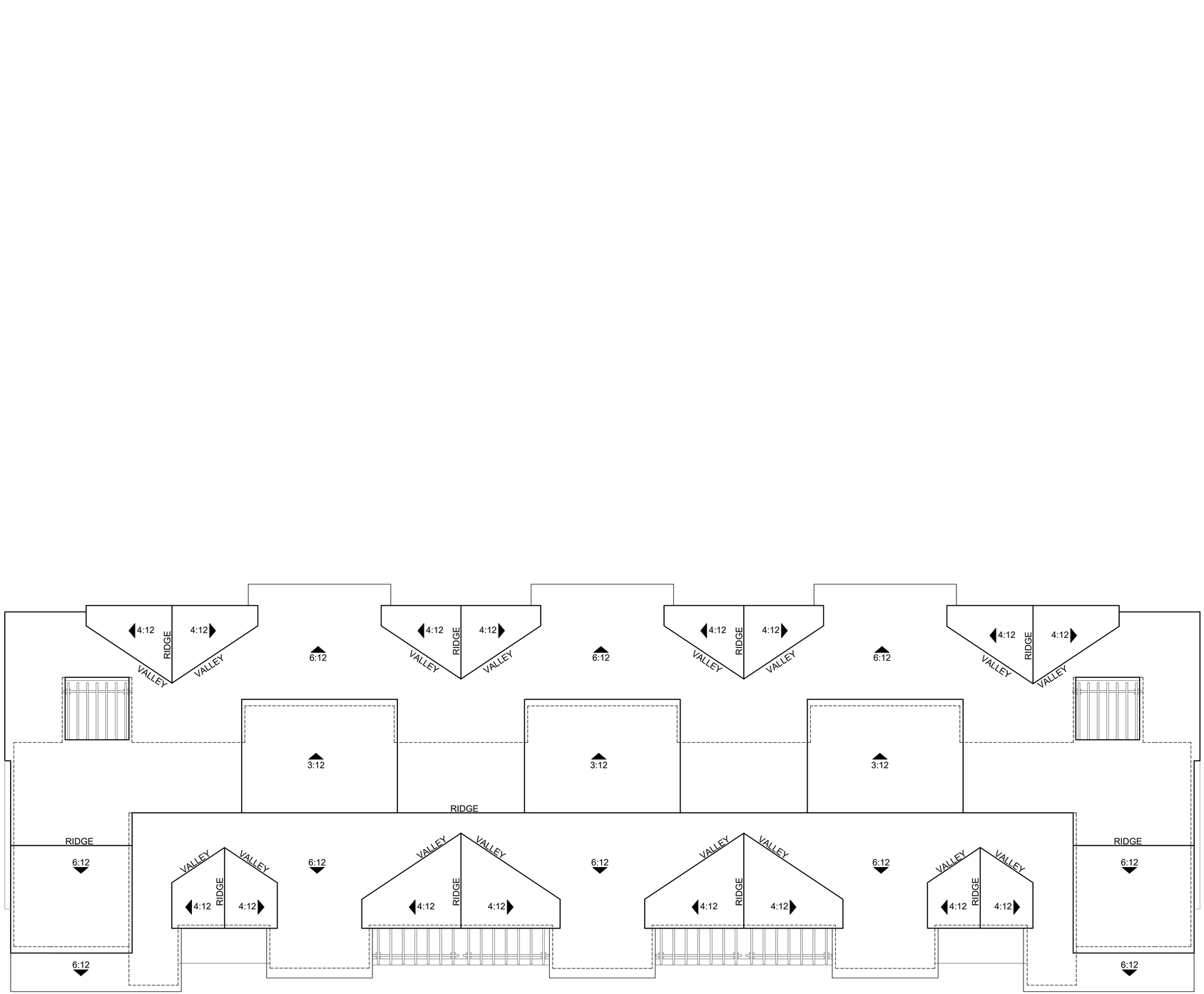
SCALE: 1/8" = 1'-0"
0 4 8 16

B1600 - 16-PLEX
BUILDING PLANS

AA3.4



ROOF PLAN

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BEAR STREET
COSTA MESA, CA # 2024-0264

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3rd Submittal Date: 02.20.2025

SCALE: 1/8" = 1'-0"
0 4 8 16

B1600 - 16-PLEX
BUILDING PLANS

AA3.5

1 - FRONT

2 - REAR

COLOR SCHEME 2 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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Meritage Homes

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NTS
NTS

B1800 - 18-PLEX
PERSPECTIVES

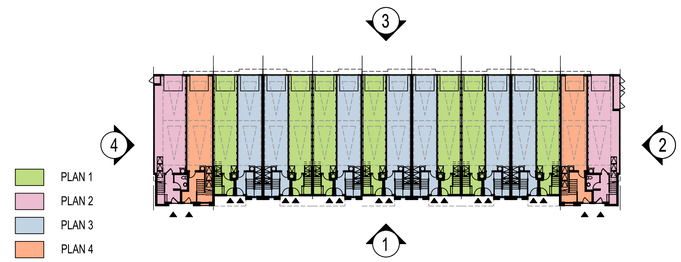
AA4.0

3 - REAR

1 - FRONT

MATERIAL LEGEND

1. FLAT TILE ROOFING
2. STUCCO
3. VERTICAL LAP SIDING
4. TRIM
5. FAUX VENT
6. DECORATIVE AWNING
7. TRELLIS
8. METAL RAILING
9. SECTIONAL GARAGE DOOR
10. WALL LIGHT WITH SIGNAGE
11. ENTRY DOOR
12. VINYL WINDOW
13. UTILITY CLOSET
14. FIRE RISER



KEY SITE PLAN: 1/32" = 1'-0"

COLOR SCHEME 2 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 2.17.2025
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

SCALE: 1/8" = 1'-0"
0 8 16 32

B1800 - 18-PLEX
ELEVATIONS

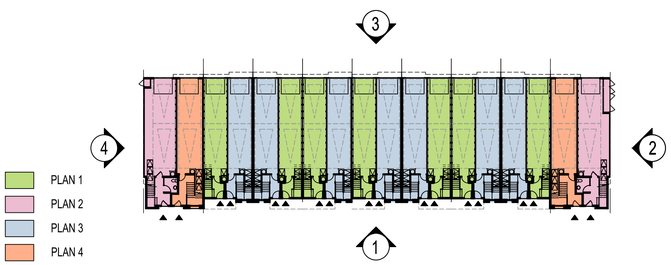
AA4.1

4 - LEFT

2 - RIGHT

MATERIAL LEGEND

1. FLAT TILE ROOFING
2. STUCCO
3. VERTICAL LAP SIDING
4. TRIM
5. FAUX VENT
6. DECORATIVE AWNING
7. TRELLIS
8. METAL RAILING
9. SECTIONAL GARAGE DOOR
10. WALL LIGHT WITH SIGNAGE
11. ENTRY DOOR
12. VINYL WINDOW
13. UTILITY CLOSET
14. FIRE RISER



KEY SITE PLAN: 1/32" = 1'-0"

COLOR SCHEME 2 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AA7.0 FOR MORE INFORMATION.

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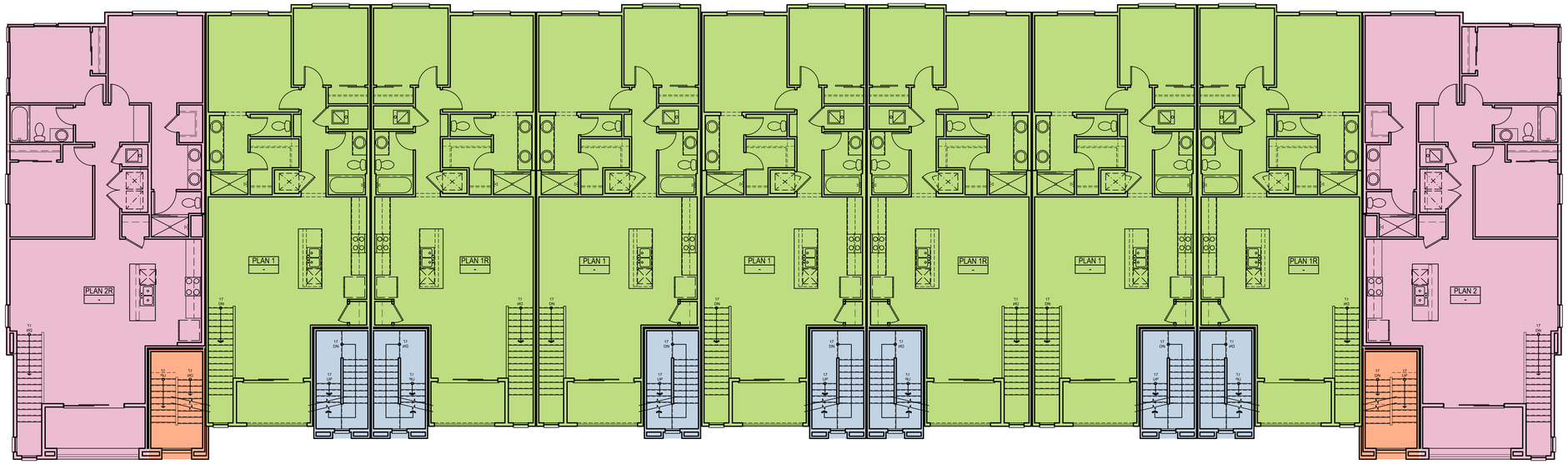
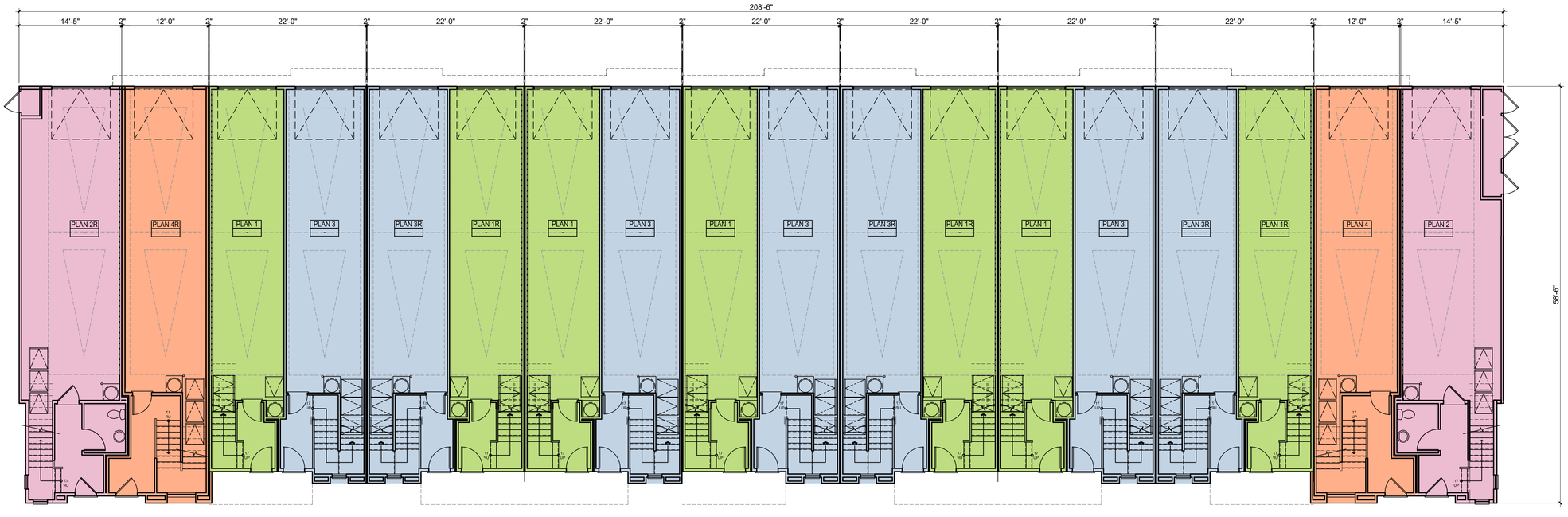
SCALE: 1/8" = 1'-0"
0 8 16 32

B1800 - 18-PLEX
ELEVATIONS

AA4.2



SECOND FLOOR



FIRST FLOOR

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BEAR STREET
COSTA MESA, CA # 2024-0264

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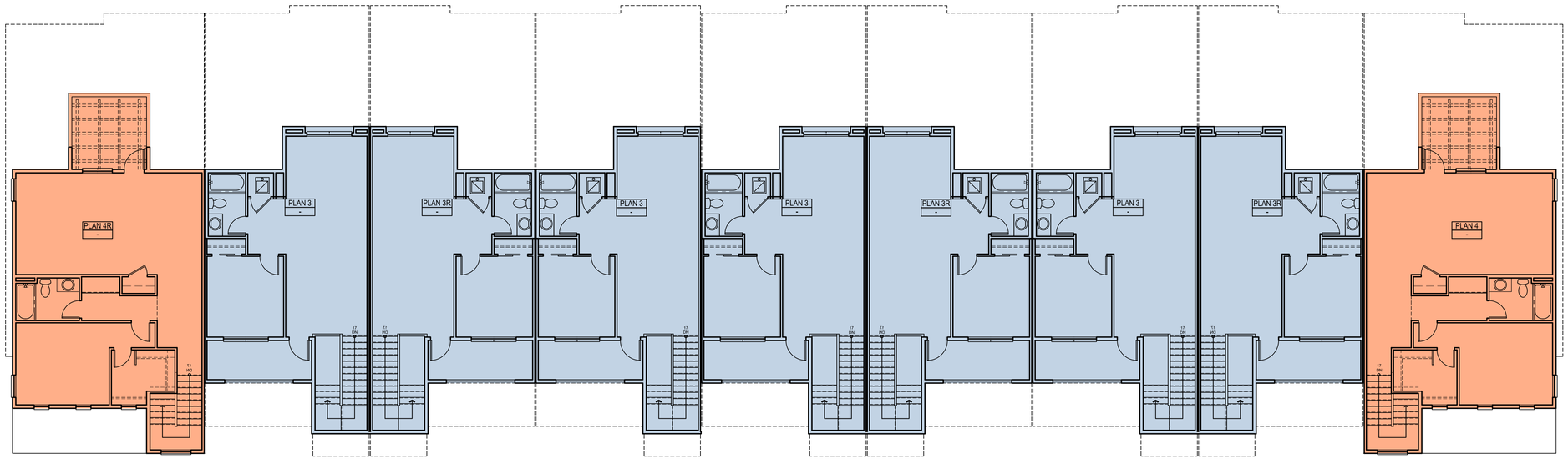
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

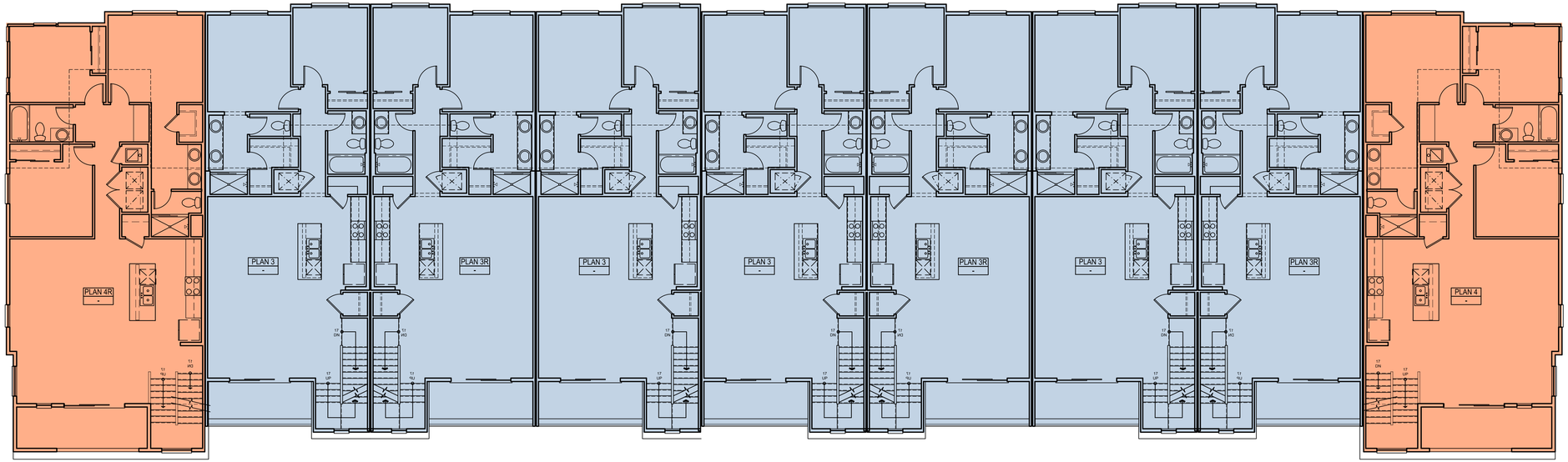
SCALE: 1/8" = 1'-0"
0 4 8 16

B1800 - 18-PLEX
BUILDING PLANS

AA4.3



FOURTH FLOOR



THIRD FLOOR

PLAN 1
PLAN 2
PLAN 3
PLAN 4

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BEAR STREET
COSTA MESA, CA # 2024-0264

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3rd Submittal Date: 02.20.2025

SCALE: 1/8" = 1'-0"
0 4 8 16

B1800 - 18-PLEX
BUILDING PLANS

AA4.4

ROOF PLAN

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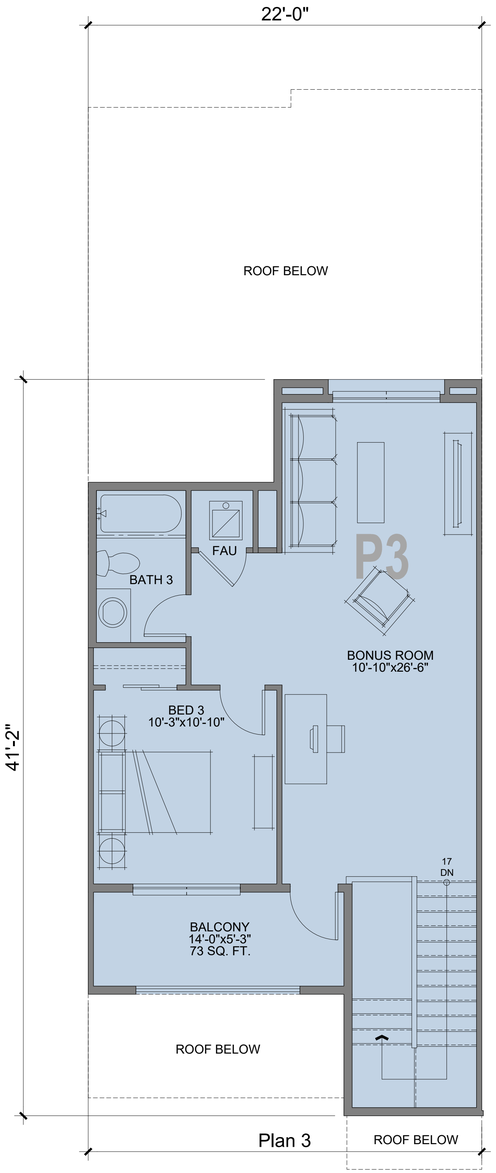
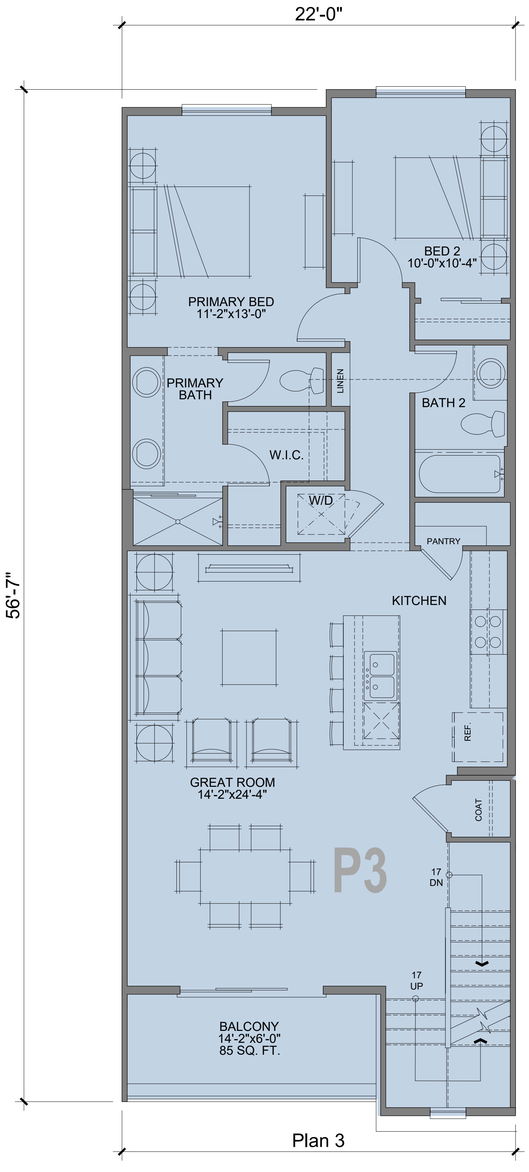
SCALE: 1/8" = 1'-0"
0 4 8 16

B1800 - 18-PLEX
BUILDING PLANS

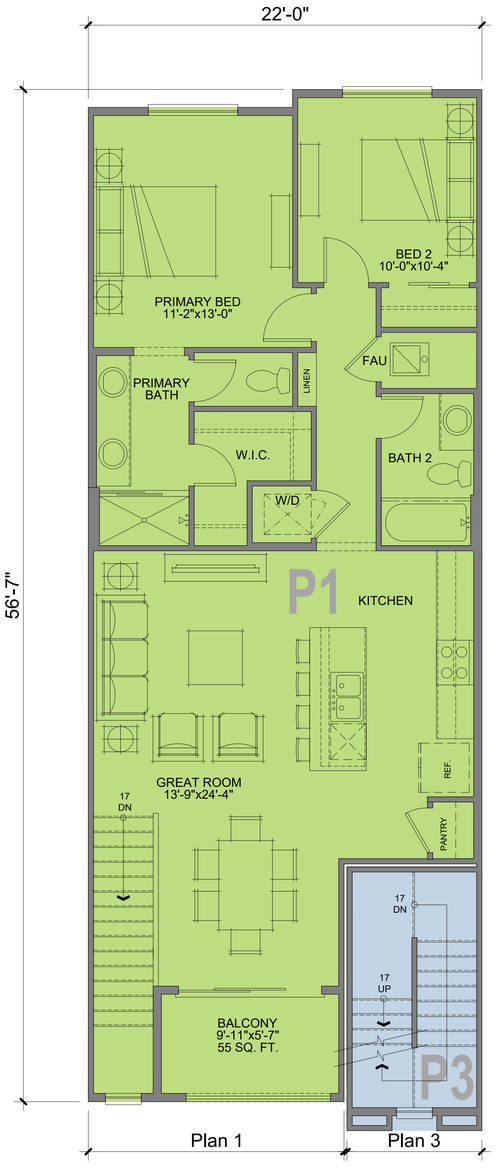
AA4.5



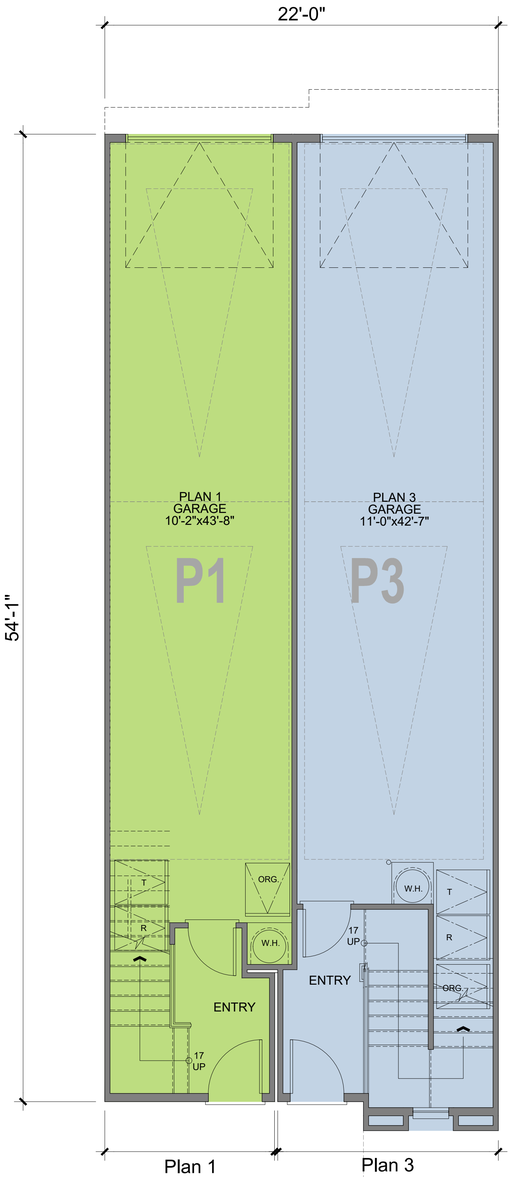
FOURTH FLOOR



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

PLAN 3 (3 BED / 3 BATH) - NET SF - 45 UNITS		PLAN 1 (2 BED / 2 BATH) - NET SF - 45 UNITS	
FIRST FLOOR	125 SQ. FT.	FIRST FLOOR	101 SQ. FT.
SECOND FLOOR	92 SQ. FT.	SECOND FLOOR	962 SQ. FT.
THIRD FLOOR	1095 SQ. FT.	THIRD FLOOR	0
FOURTH FLOOR	520 SQ. FT.	FOURTH FLOOR	0
TOTAL NET	**1,832 SQ. FT.**	**TOTAL NET**	**1,062 SQ. FT.**
DECK	*159 SQ. FT.*	*DECK*	*55 SQ. FT.*
GARAGE	*488 SQ. FT.*	*GARAGE*	*456 SQ. FT.*

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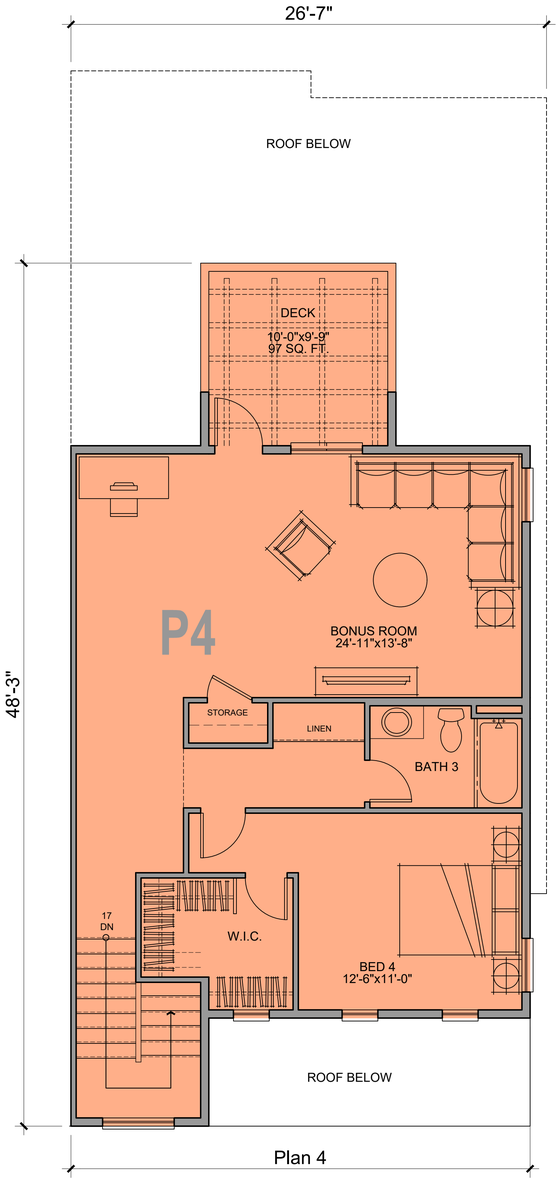
BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 2.17.2025
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

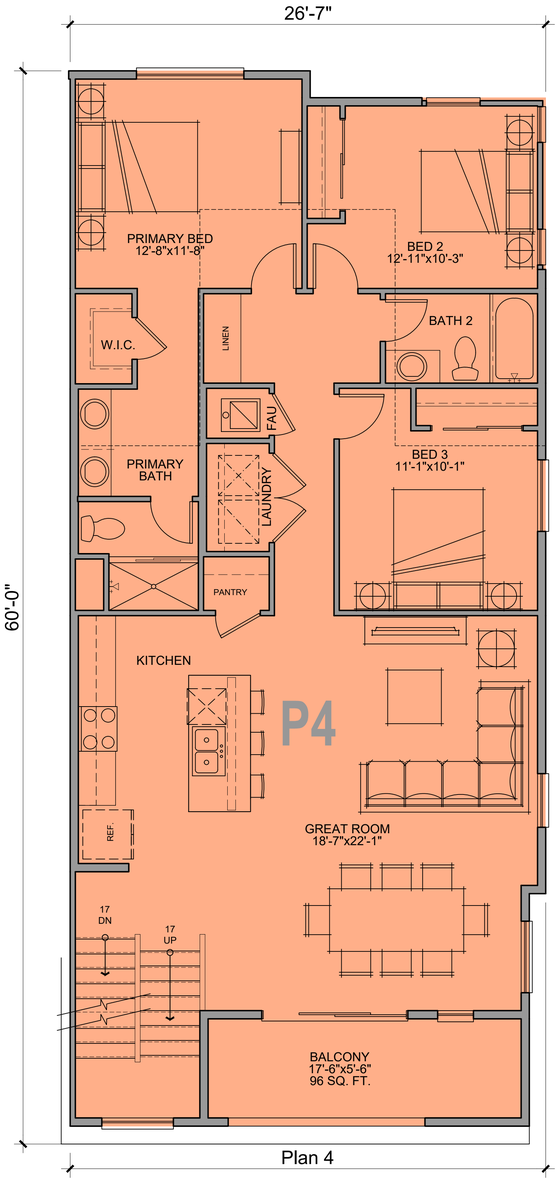
SCALE: 1/4" = 1'-0"
0 2 4 8

UNIT PLANS
PLANS 1 & 3

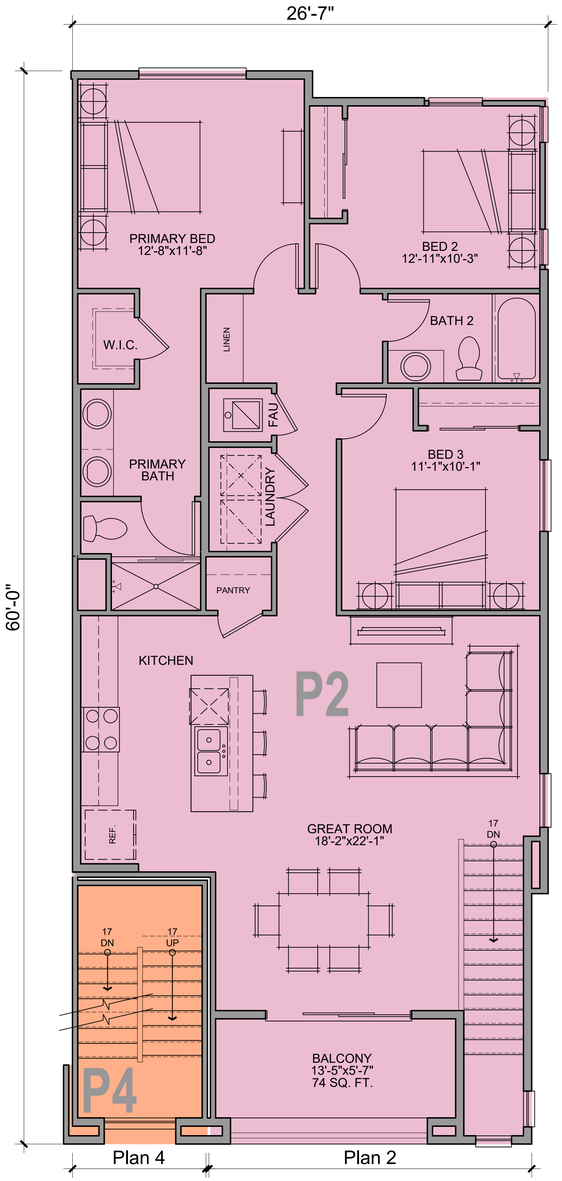
AA5.0



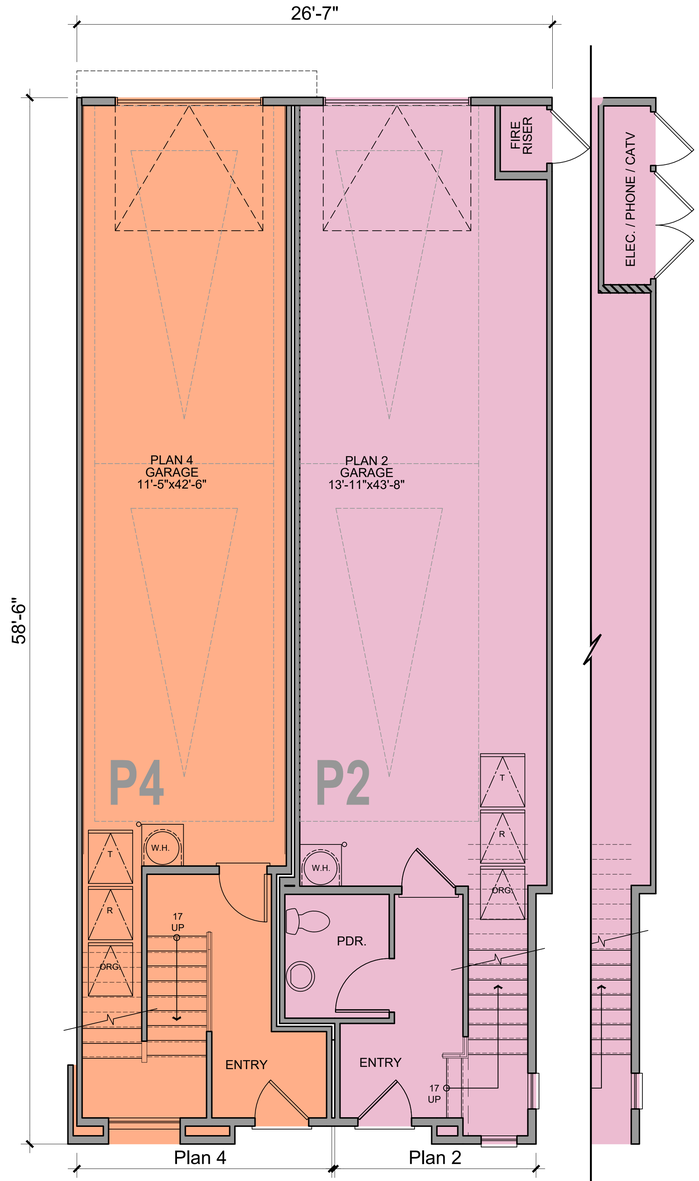
FOURTH FLOOR



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

PLAN 4 (4 BED / 3 BATH) - NET SF - 16 UNITS		PLAN 2 (3 BED / 2.5 BATH) - NET SF - 16 UNITS	
FIRST FLOOR	169 SQ. FT.	FIRST FLOOR	166 SQ. FT.
SECOND FLOOR	90 SQ. FT.	SECOND FLOOR	1270 SQ. FT.
THIRD FLOOR	1351 SQ. FT.	THIRD FLOOR	0
FOURTH FLOOR	754 SQ. FT.	FOURTH FLOOR	0
TOTAL NET	**2,364 SQ. FT.**	**TOTAL NET**	**1,436 SQ. FT.**
DECK	*194 SQ. FT.*	DECK	*74 SQ. FT.*
GARAGE	*510 SQ. FT.*	GARAGE	*615 SQ. FT.*

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 2.17.2025
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

SCALE: 1/4" = 1'-0"
0 2 4 8

UNIT PLANS
PLANS 2 & 4

AA5.1

COLOR SCHEME 1

FLAT ROOF TILE
Westlake Royal Roofing
Duralite Saxony Shake 600
Stone Mountain Blend

TRELLIS, POSTS
SHERWIN WILLIAMS
SW 7019
GAUNTLET GRAY

VINYL WINDOW
Milgard
White

BODY 1
SHERWIN-WILLIAMS
SW 6196
FROSTY WHITE

BODY 2
SHERWIN-WILLIAMS
SW 2821
DOWNING STONE

BODY 3
SHERWIN-WILLIAMS
SW 9619
TEAKWOOD

TRIM 1
SHERWIN-WILLIAMS
SW 7064
PASSIVE

METAL RAILING
SHERWIN-WILLIAMS
SW 7019
GAUNTLET GRAY

ACCENT 1
SHERWIN-WILLIAMS
SW 7709
COPPER POT

ACCENT 2
SHERWIN-WILLIAMS
SW 7669
SUMMIT GRAY

ACCENT 3
SHERWIN-WILLIAMS
SW 6181
SECRET GARDEN

ACCENT 4
SHERWIN-WILLIAMS
SW 2840
HAMMERED SILVER

ACCENT 5
SHERWIN-WILLIAMS
SW 7069
IRON ORE

COLOR SCHEME 2

FLAT ROOF TILE
Westlake Royal Roofing
Duralite Saxony Shake 600
Charcoal Blend

TRELLIS, POSTS
SW 7501
THRESHOLD TAUPE

VINYL WINDOW
Milgard
White

BODY 1
SHERWIN-WILLIAMS
SW 9541
WHITE SNOW

BODY 2
SHERWIN-WILLIAMS
SW 9619
TEAKWOOD

BODY 3
SHERWIN-WILLIAMS
SW 7069
IRON ORE

TRIM 1
SHERWIN-WILLIAMS
SW 7064
PASSIVE

METAL RAILING
SHERWIN-WILLIAMS
SW 7019
GAUNTLET GRAY

ACCENT 1
SHERWIN-WILLIAMS
SW 6242
BRACING BLUE

ACCENT 2
SHERWIN-WILLIAMS
SW 9132
ACACIA HAZE

ACCENT 3
SHERWIN-WILLIAMS
SW 7664
STEELY GRAY

ACCENT 4
SHERWIN-WILLIAMS
SW 7715
POTTERY URN

ACCENT 5
SHERWIN-WILLIAMS
SW 7069
IRON ORE

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 8.1.2024
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

COLOR AND MATERIAL BOARD
FOUR-STORY STACKED FLATS

AA6.0

FRONT

REAR

COLOR SCHEME 1 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AB7.0 FOR MORE INFORMATION.

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BEAR STREET
COSTA MESA, CA # 2024-0264

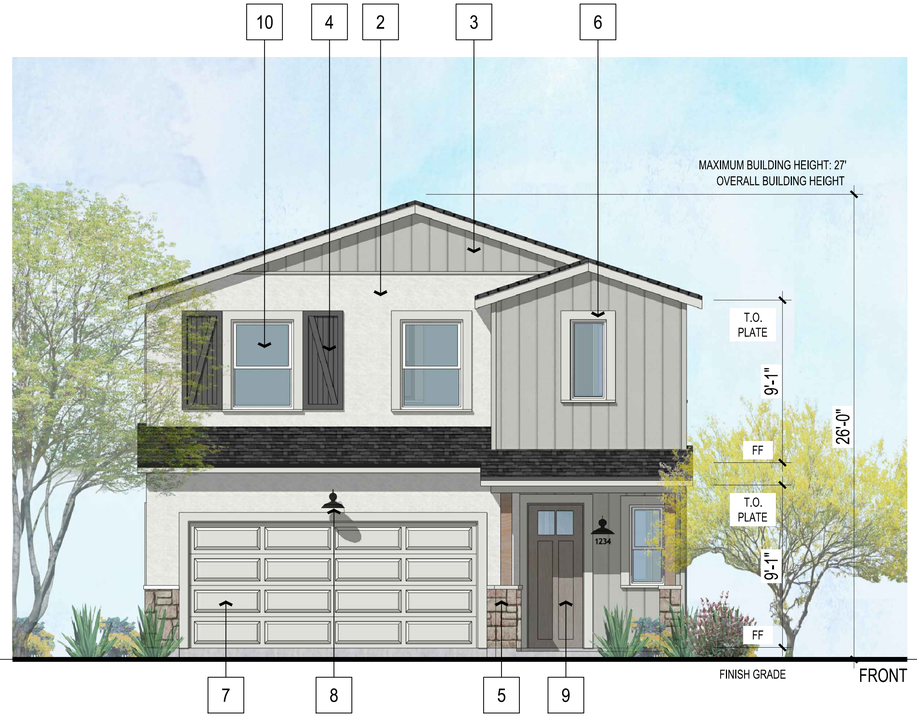
Plot Date: 6.16.2025
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

NTS
NTS

PLAN 3060
PERSPECTIVES

AB2.0

LEFT



FRONT

RIGHT

REAR

MATERIAL LEGEND

1. FLAT TILE ROOFING
2. STUCCO
3. VERTICAL LAP SIDING
4. DECORATIVE SHUTTERS
5. STONE VENEER
6. DECORATIVE TRIM
7. SECTIONAL GARAGE DOOR
8. LIGHT FIXTURE
9. ENTRY DOOR
10. VINYL WINDOW
11. TRELLIS

COLOR SCHEME 1 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AB7.0 FOR MORE INFORMATION.

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 6.16.2025
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

SCALE: 1/4" = 1'-0"
0 2 4 8

PLAN 3060
ELEVATIONS

AB2.1

FRONT

REAR

COLOR SCHEME 2 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AB7.0 FOR MORE INFORMATION.

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BEAR STREET
COSTA MESA, CA # 2024-0264

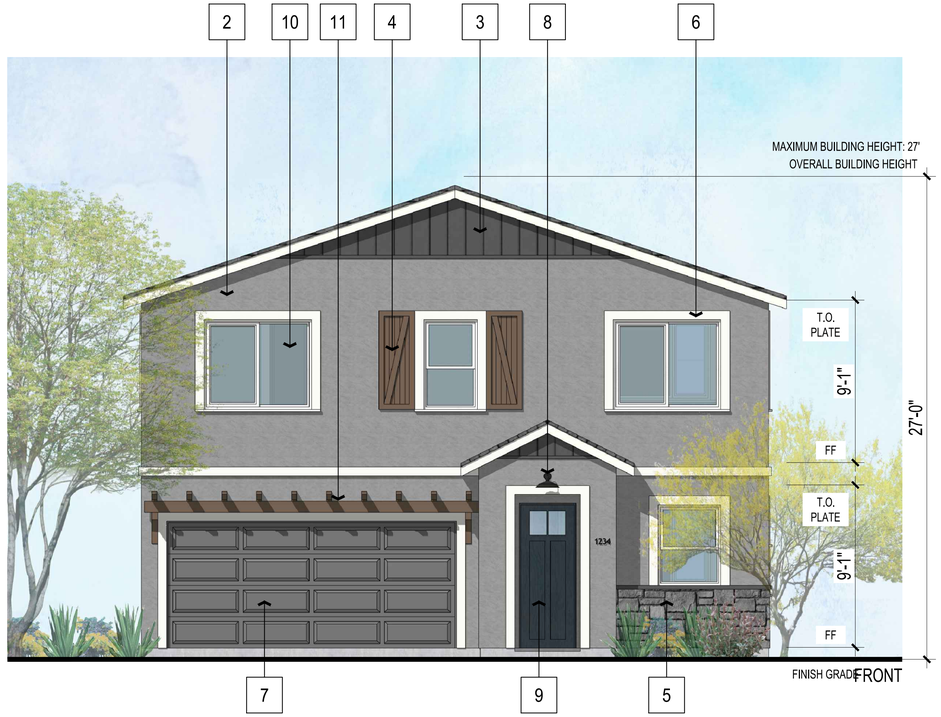
Plot Date:	11.25.2024
1st Submittal Date:	08.01.2024
2nd Submittal Date:	12.18.2024
3rd Submittal Date:	02.20.2025

NTS
NTS

PLAN 3522
PERSPECTIVES

AB3.0

LEFT



FRONT

RIGHT

REAR

MATERIAL LEGEND

1. FLAT TILE ROOFING
2. STUCCO
3. VERTICAL LAP SIDING
4. DECORATIVE SHUTTERS
5. STONE VENEER
6. DECORATIVE TRIM
7. SECTIONAL GARAGE DOOR
8. LIGHT FIXTURE
9. ENTRY DOOR
10. VINYL WINDOW
11. TRELLIS

COLOR SCHEME 2 SHOWN. REFER TO COLOR AND MATERIAL BOARD ON SHEET AB7.0 FOR MORE INFORMATION.

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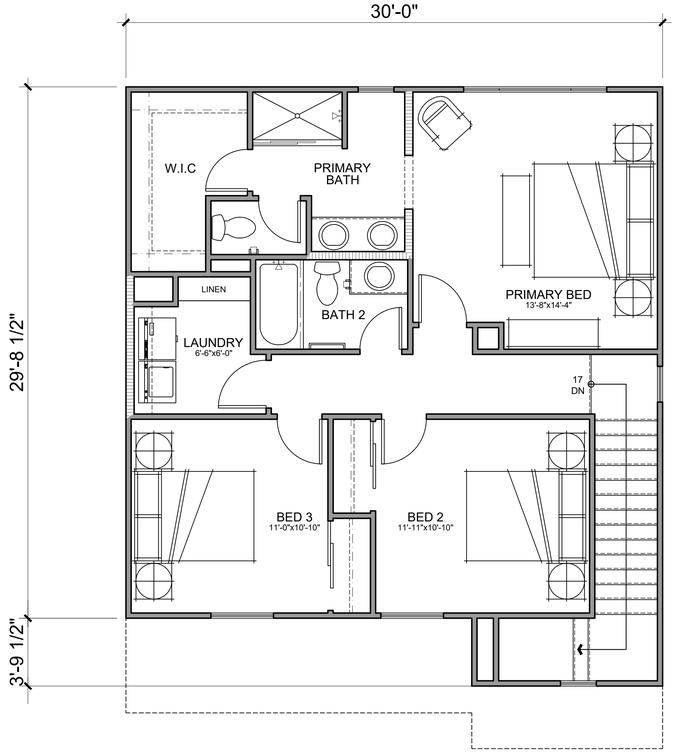
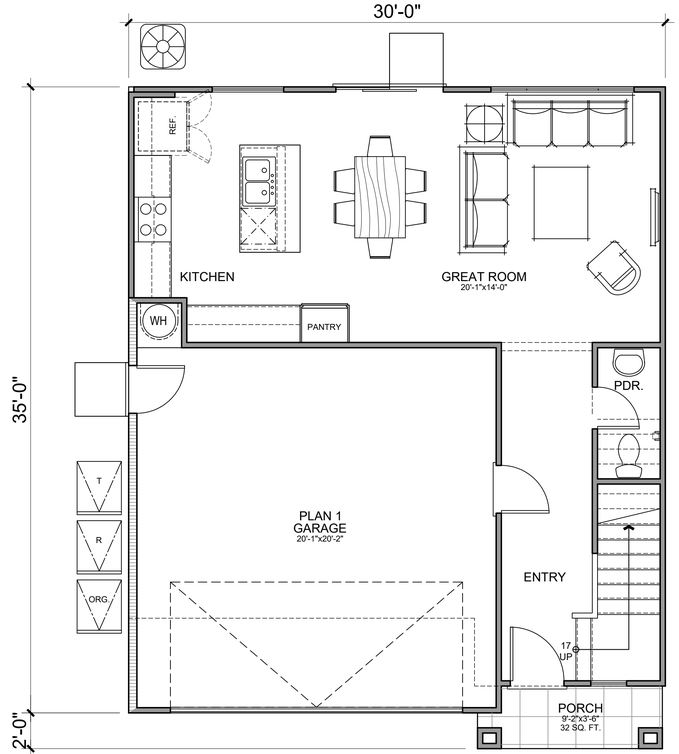
SCALE: 1/4" = 1'-0"
0 2 4 8

PLAN 3522
ELEVATIONS

AB3.1



SECOND FLOOR



FIRST FLOOR

PLAN 1 (3 BED / 2.5 BATH) - GROSS SF - 13 UNITS	
FIRST FLOOR	608 SQ. FT.
SECOND FLOOR	834 SQ. FT.
THIRD FLOOR	0
FOURTH FLOOR	0
TOTAL GROSS	**1,442 SQ. FT.**
DECK	*0*
GARAGE	*404 SQ. FT.*

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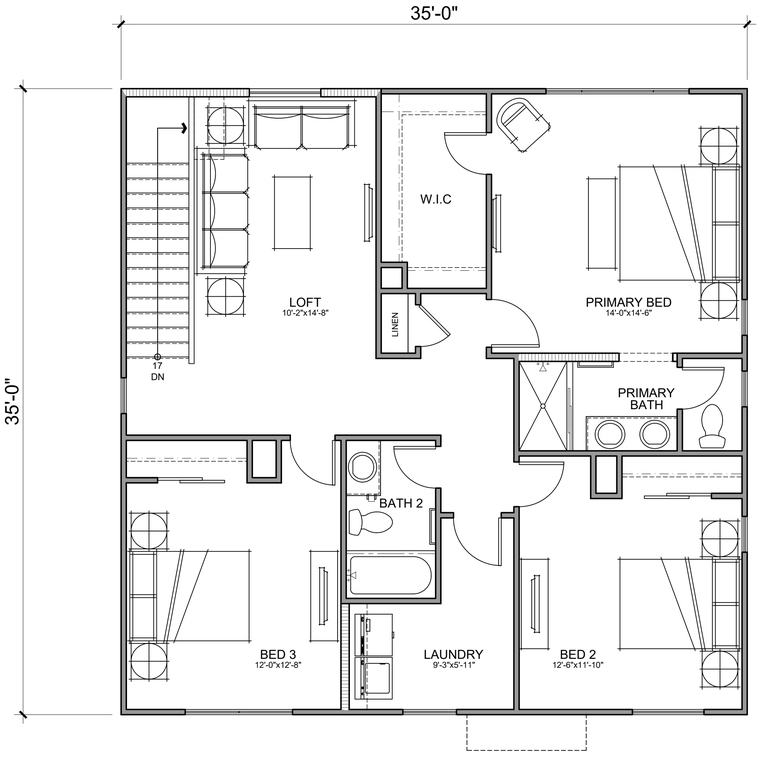
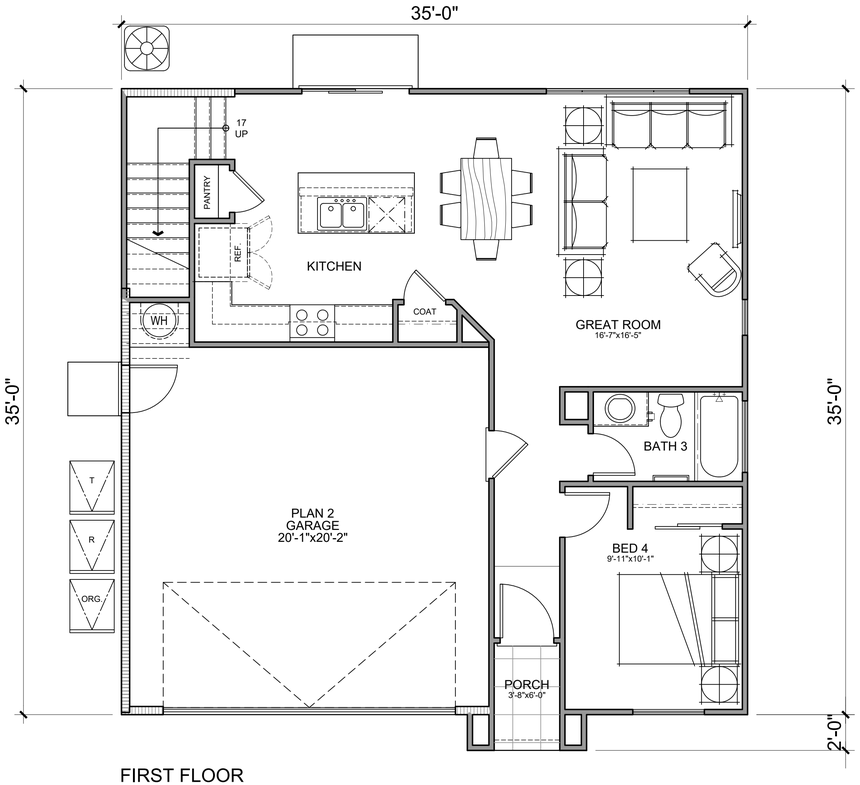
SCALE: 1/4" = 1'-0"
0 2 4 8

PLAN 3060
UNIT PLANS

AB4.0



SECOND FLOOR



FIRST FLOOR

PLAN 2 (4 BED / 3 BATH) - GROSS SF - 7 UNITS	
FIRST FLOOR	778 SQ. FT.
SECOND FLOOR	1168 SQ. FT.
THIRD FLOOR	0
FOURTH FLOOR	0
TOTAL GROSS	**1,946 SQ. FT.**
DECK	*0*
GARAGE	*403 SQ. FT.*

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SCALE: 1/4" = 1'-0"
0 2 4 8

PLAN 3522
UNIT PLANS

AB4.1

COLOR SCHEME 1

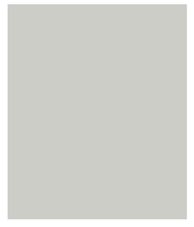
FLAT ROOF TILE
Westlake Royal Roofing
Duralite Saxony Shake 600
Charcoal Blend

STONE VENEER
Eldorado Stone
Roughcut
Moonight

POST
Sherwin-Williams
SW 7040
Smokehouse

VINYL WINDOW
Milgard
White

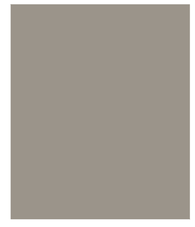
BODY 1
SHERWIN-WILLIAMS
SW 6196
FROSTY WHITE



BODY 2
SHERWIN-WILLIAMS
SW 7651
FRONT PORCH

TRIM 1
SHERWIN-WILLIAMS
SW 6196
FROSTY WHITE

ACCENT 1
SHERWIN-WILLIAMS
SW 7674
PEPPERCORN

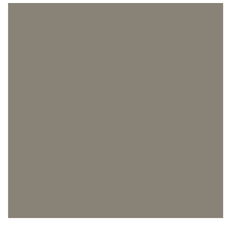


ACCENT 2
SHERWIN-WILLIAMS
SW 9168
ELEPHANT EAR

COLOR SCHEME 2

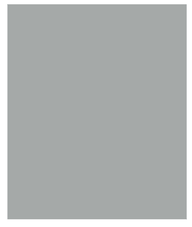
FLAT ROOF TILE
Westlake Royal Roofing
Duralite Saxony Shake 600
Stone Mountain Blend

STONE VENEER
Eldorado Stone
Roughcut
Falling Spring



POST
Sherwin-Williams
SW 7046
Anonymous

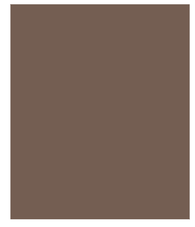
VINYL WINDOW
Milgard
White



BODY 1
SHERWIN-WILLIAMS
SW 7659
Gris

BODY 2
SHERWIN-WILLIAMS
SW 7069
IRON ORE

TRIM 1
SHERWIN-WILLIAMS
SW 9541
WHITE SNOW



ACCENT 1
SHERWIN-WILLIAMS
SW 7520
PLANTATION SHUTTERS

ACCENT 2
SHERWIN-WILLIAMS
SW 7615
SEA SERPENT

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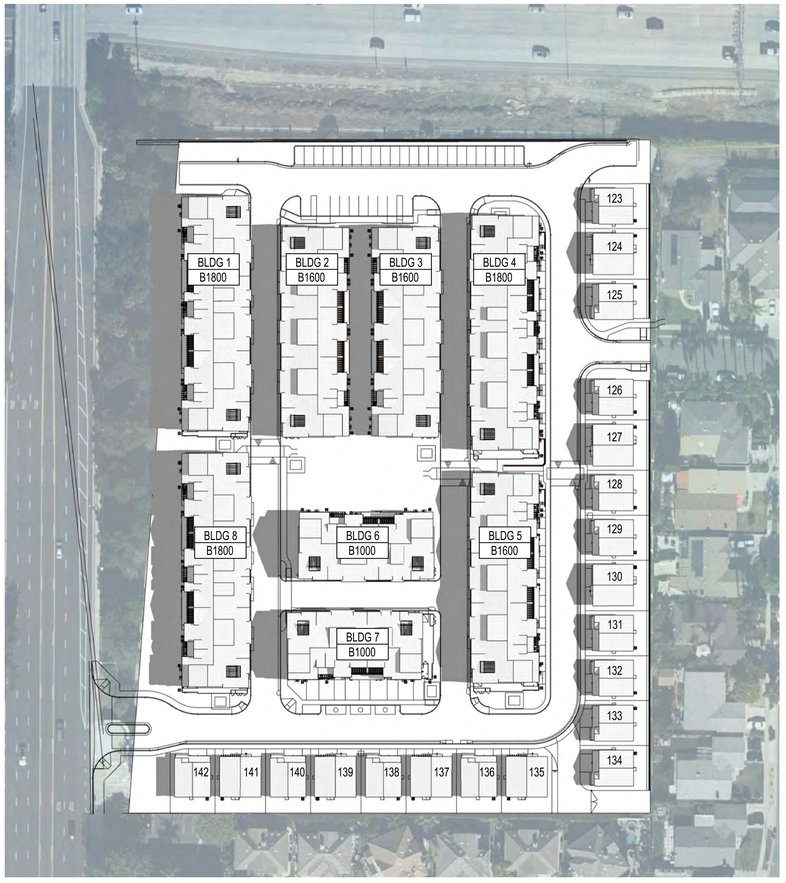
BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 8.1.2024
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

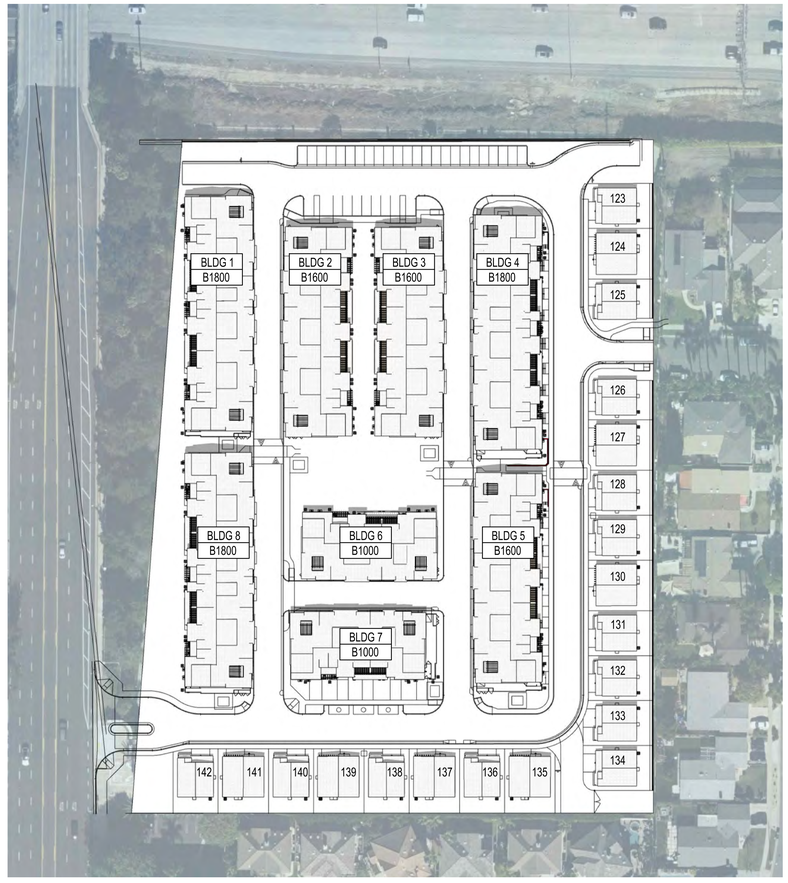
COLOR AND MATERIAL BOARD
TWO-STORY DETATCHED CONDOS

AB5.0

SUMMER SOLSTICE



JUNE 20, 2025 - 9 AM



JUNE 20, 2025 - 12 PM

JUNE 20, 2025 - 3 PM

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date:	12.16.2024
1st Submittal Date:	08.01.2024
2nd Submittal Date:	12.18.2024
3rd Submittal Date:	02.20.2025

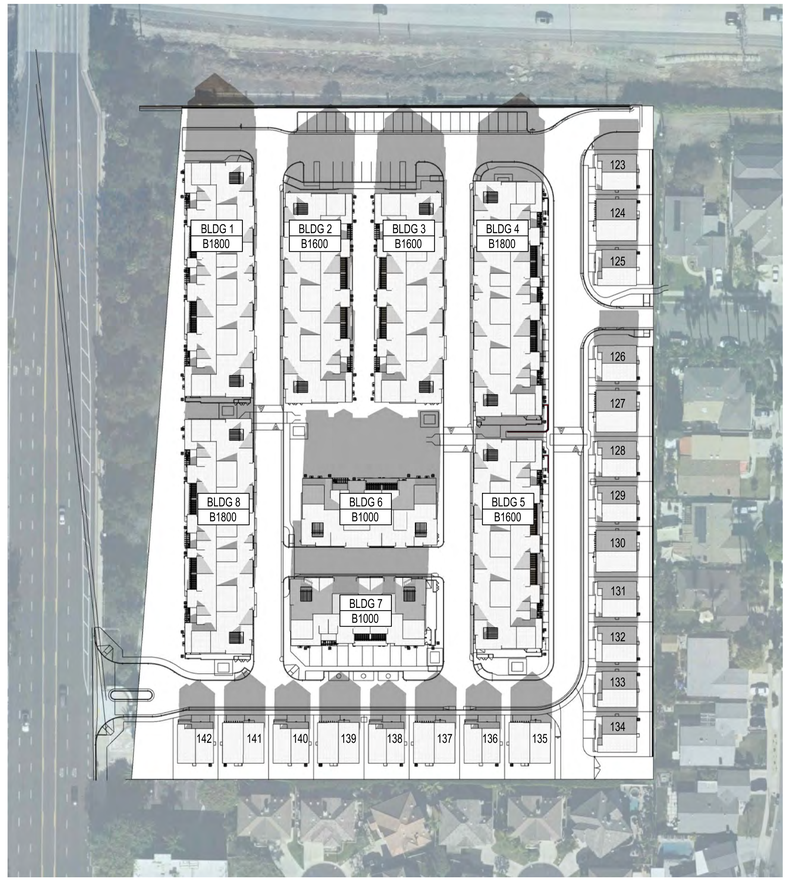
SCALE: 1/64" = 1'-0"
0 32 64 128

SOLAR SHADE STUDY
SUMMER SOLSTICE

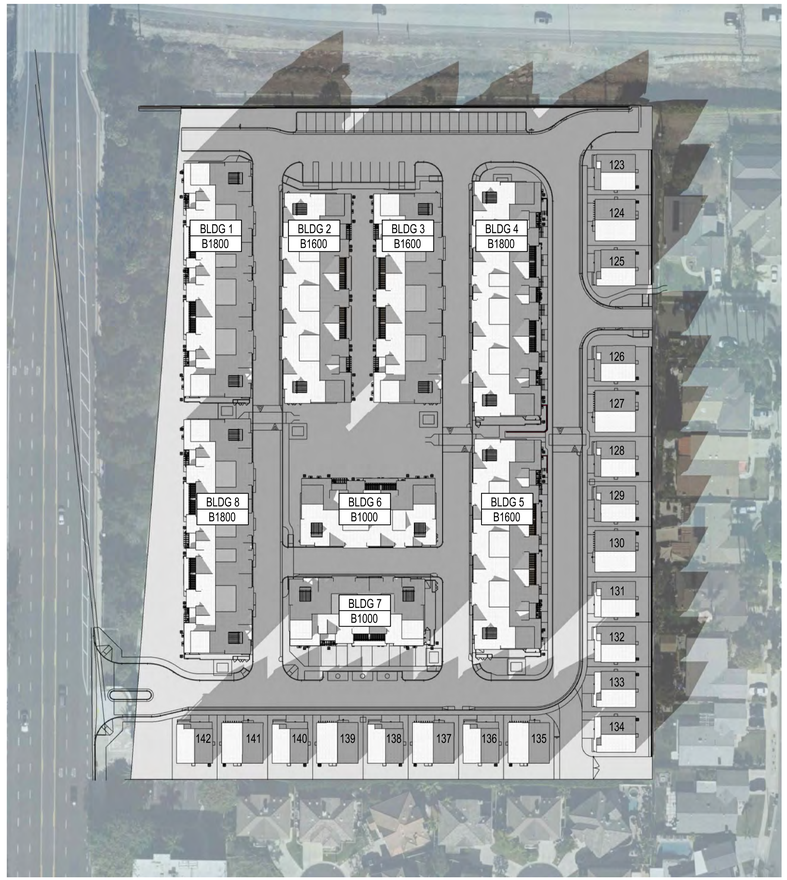
AC1.0

WINTER SOLSTICE

DECEMBER 21, 2025 - 9 AM



DECEMBER 21, 2025 - 12 PM



DECEMBER 21, 2025 - 3 PM

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COSTA MESA, CA # 2024-0264

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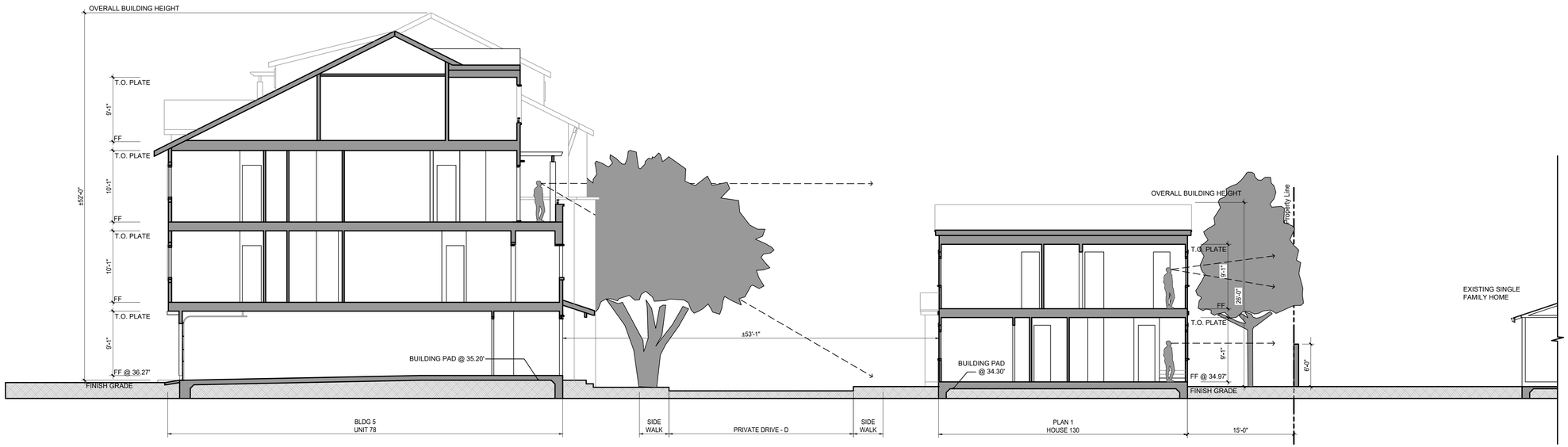
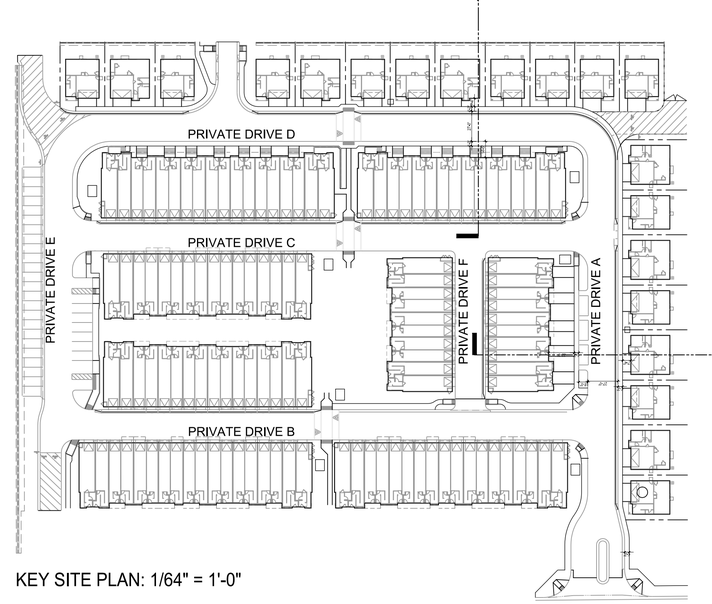
SCALE: 1/64" = 1'-0"
0 32 64 128

SOLAR SHADE STUDY
WINTER SOLSTICE

AC1.1



SECTION A



KEY SITE PLAN: 1/64" = 1'-0"

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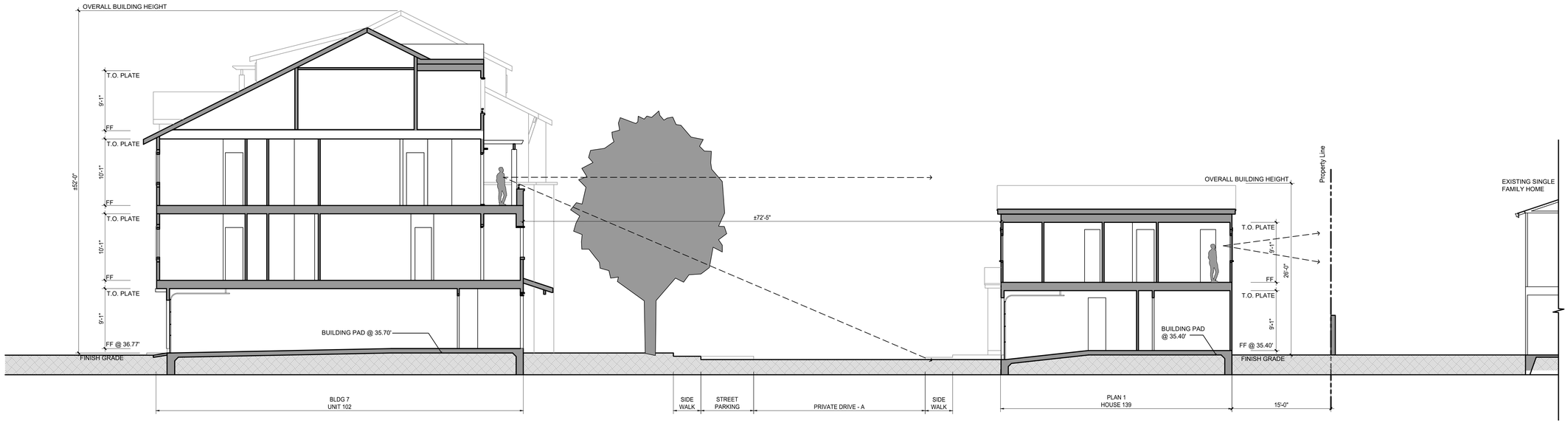
BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date:	2.19.2025
1st Submittal Date:	08.01.2024
2nd Submittal Date:	12.18.2024
3rd Submittal Date:	02.20.2025

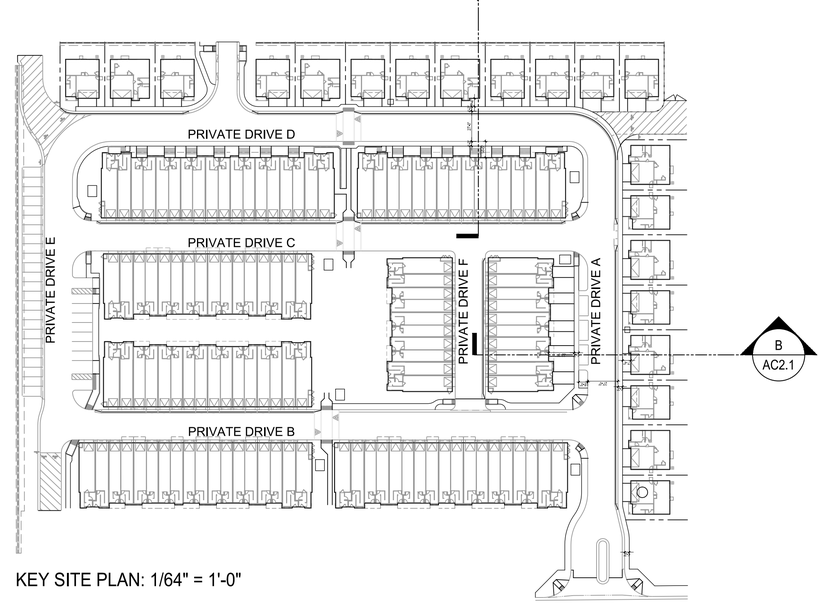
SCALE: 1/8" = 1'-0"
0 8 16 32

LINE OF SIGHT EXHIBIT
SECTION A

AC2.0



SECTION B



KEY SITE PLAN: 1/64" = 1'-0"

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BEAR STREET
COSTA MESA, CA # 2024-0264

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3rd Submittal Date:	02.20.2025

SCALE: 1/8" = 1'-0"
0 8 16 32

LINE OF SIGHT EXHIBIT
SECTION B

AC2.1

VIEW OF STACKED FLATS DOWN PRIVATE DRIVE A

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Meritage Homes

BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date:	1.23.2025
1st Submittal Date:	08.01.2024
2nd Submittal Date:	12.18.2024
3rd Submittal Date:	02.20.2025

NTS

PERSPECTIVE RENDERING

AD1.0

VIEW LOOKING INTO THE CENTRAL OPEN SPACE

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date:	1.23.2025
1st Submittal Date:	08.01.2024
2nd Submittal Date:	12.18.2024
3rd Submittal Date:	02.20.2025

NTS

PERSPECTIVE RENDERING

AD1.1

VIEW OF PROJECT ENTRY

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 1.23.2025
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3rd Submittal Date: 02.20.2025

NTS

PERSPECTIVE RENDERING

AD1.2

VIEW OF DETACHED CONDOS DOWN PRIVATE DRIVE A

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BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date:	1.23.2025
1st Submittal Date:	08.01.2024
2nd Submittal Date:	12.18.2024
3rd Submittal Date:	02.20.2025

NTS

PERSPECTIVE RENDERING

AD1.3

VIEW OF STACKED FLATS DOWN PRIVATE DRIVE D

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Meritage Homes

BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date:	1.23.2025
1st Submittal Date:	08.01.2024
2nd Submittal Date:	12.18.2024
3rd Submittal Date:	02.20.2025

NTS

PERSPECTIVE RENDERING

AD1.4

VIEW OF OPEN SPACE ADJACENT TO BEAR STREET

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Meritage Homes

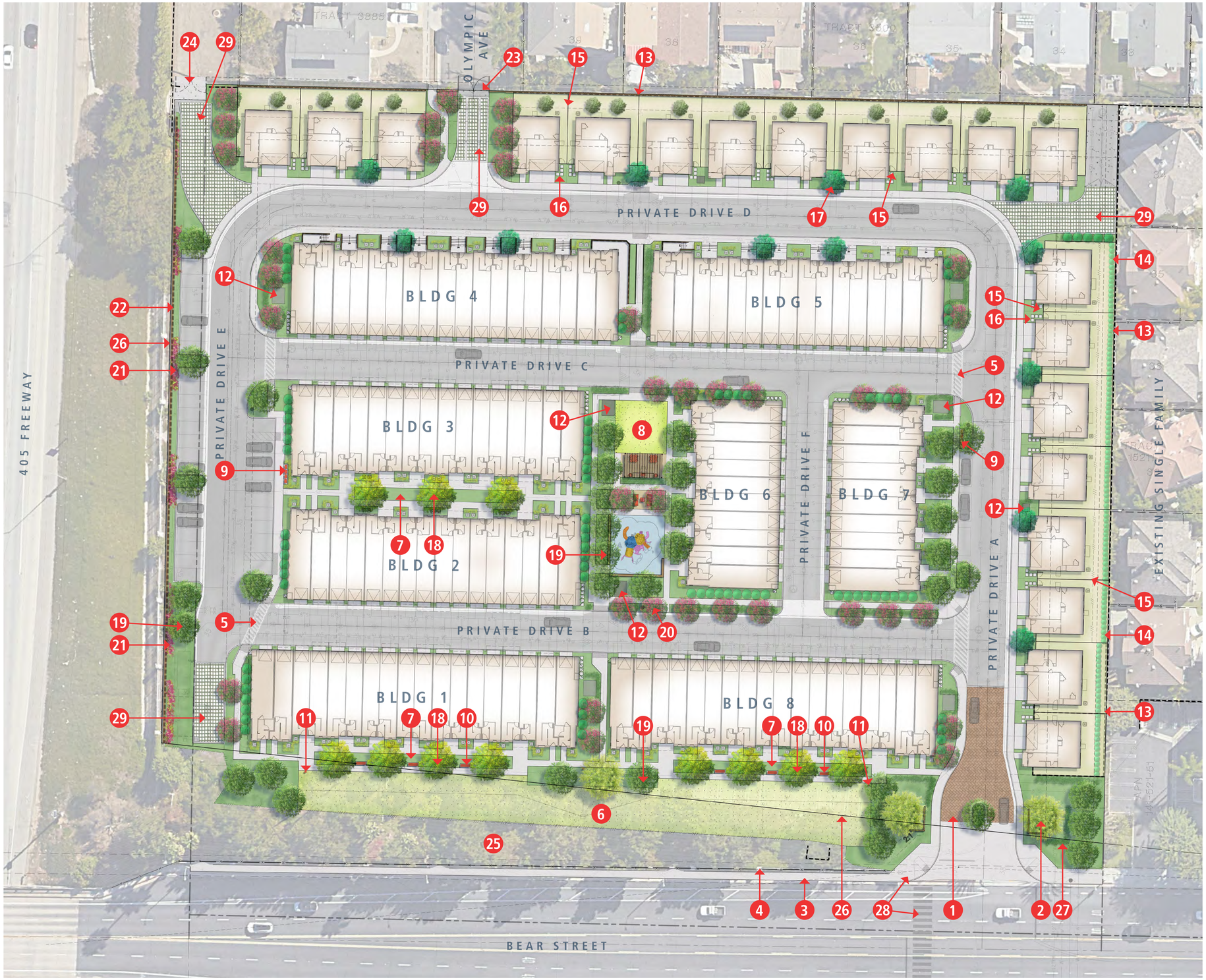
BEAR STREET
COSTA MESA, CA # 2024-0264

Plot Date: 1.23.2025
1st Submittal Date: 08.01.2024
2nd Submittal Date: 12.18.2024
3rd Submittal Date: 02.20.2025

NTS

PERSPECTIVE RENDERING

AD1.5



LEGEND

1. Project Entry with Enhanced Vehicular Paving
2. Monument Signage and Specimen Tree
3. Public Sidewalk
4. Existing Perimeter Pilaster and Fence (Refer to Sheet L-4)
5. Crosswalk Striping
6. Lawn Area
7. Central Paseo
8. Central Open Space:
   - Lawn
   - Overhead Structure
   - BBQ and Picnic
   - Play Equipment
   - Casual Seating
9. Mailboxes
10. Bench
11. Pet Waste Station (Total 3 Installs)
12. Transformer with Screening Hedge
13. Existing Wall to Remain (Refer to L-4, L-5)
14. Screening Tree
15. Side Yard Fence and Gate (Refer to L-4, L-5)
16. Stepping Stones
17. Street Tree
18. Paseo Tree
19. Shade Tree
20. Flower Tree
21. Screening Vine
22. Sound Wall (Refer to Sheet L-4, L-5)
23. EVA Gate and Pedestrian Access Gate
24. Existing Maintenance Corridor Gate
25. Existing Slope to Remain
26. Property Line
27. Hedge to Screen DCDA and FDC
28. Traffic Signal and Crosswalk per Civil's Plan
29. Drivable Turf Block

MLC Holdings, Inc.

3150 BEAR STREET - CONCEPTUAL LANDSCAPE PLAN

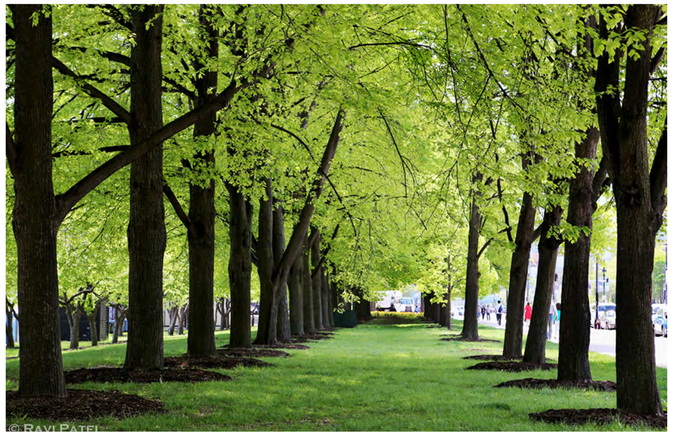
COSTA MESA, CA

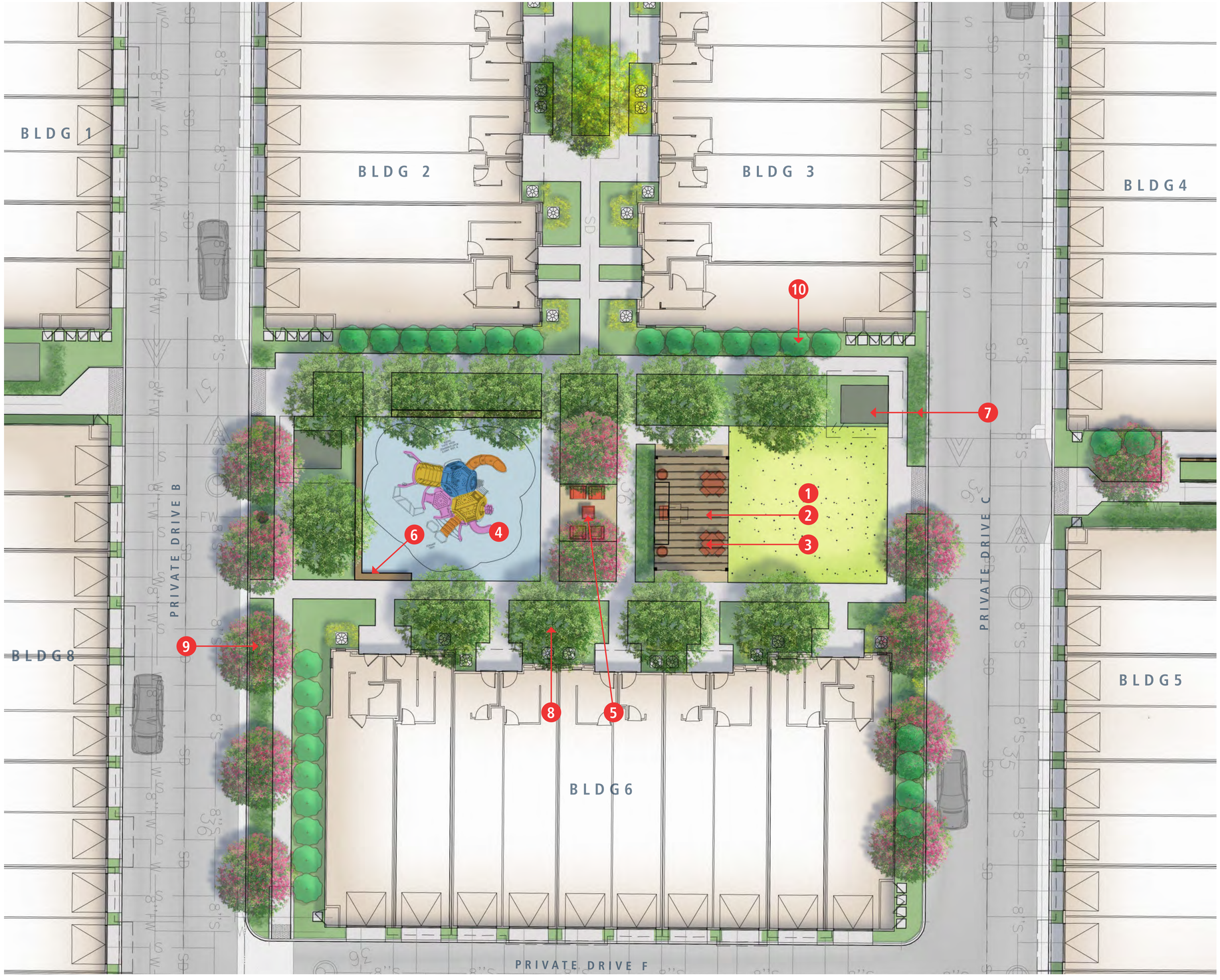
0 15' 30' 60'
Scale: 1" = 30'-0"

04.09.25

L-1

C2 Collaborative

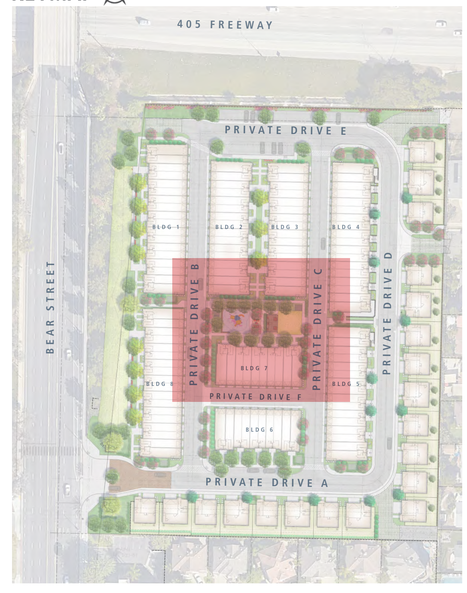

© RAVI PATEL



LEGEND

1. Lawn Area
2. Overhead Structure
3. BBQ and Picnic
4. Play Equipment
5. Casual Seating
6. Seat Wall
7. Transformer with Screening Hedge
8. Shade Tree
9. Flower Tree
10. Hedge Tree

KEYMAP



MLC Holdings, Inc.

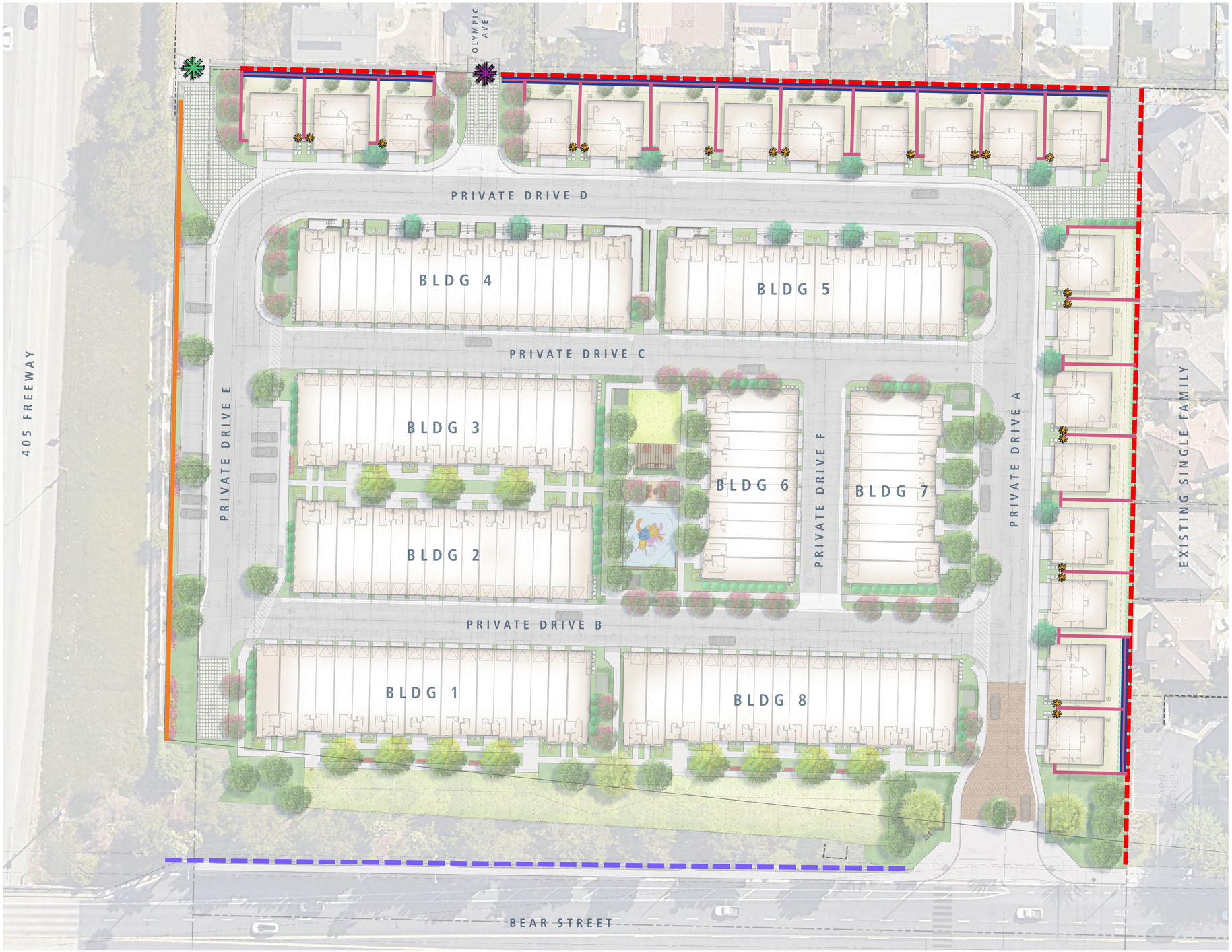
3150 BEAR STREET - OPEN SPACE ENLARGEMENT PLAN

COSTA MESA, CA

0 5' 10' 20'
Scale: 1"= 10'-0"

04.09.25 L-3

C2 Collaborative



LEGEND

- Existing Wall to Remain - Approx. 6'ht
- Existing Perimeter Pilaster and Fence to Remain (To be Repaired and Painted)
- 12'ht. Sound Wall with 4'ht. Max. Retaining Wall
- 6'ht. Side Yard Fence
- Retaining Wall with 6'ht. Vinyl Fence
- 6'ht. Side Yard Vinyl Gate
- EVA Vehicular Gate and Pedestrian Gate - 5' ht
- Existing Maintenance Corridor Gate - Replaced in Coordination with OC SAN

MLC Holdings, Inc.

3150 BEAR STREET - CONCEPTUAL WALL AND FENCE PLAN

COSTA MESA, CA

0 15' 30' 60'

Scale: 1" = 30'-0"

04.09.25

L-4

C2 Collaborative

Color:

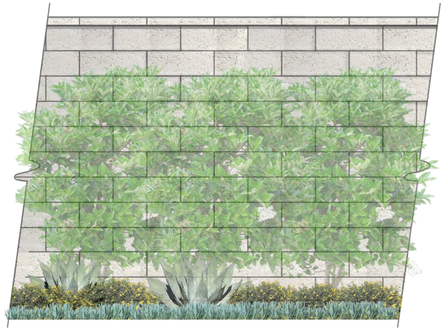
Victor Stanley - Camille (or Equal)

Picnic Table and Benches

Color:

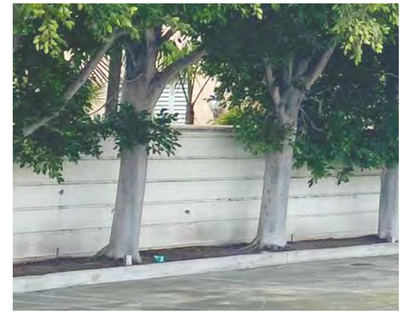
Victor Stanley - Camille (or Equal)

Bench



Orco: Manor Variegated Block with Sterling Mortar (or Equal)

Sound Wall



Approx. 6' ht.

Existing Wall

Zerowasteusa (or Equal)

Pet Waste Station

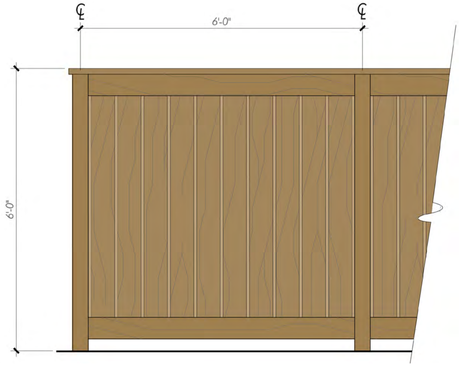
MailboxUSA

Mailbox

Color:

Victor Stanley - Ren Top-Deposit (or Equal)

Trash Receptacle



Vinyl Fence - Color: Tan

Detached Condo Side Yard Fence

Vinyl Gate - Color: Tan

Detached Condo Side Yard Gate

BBQGUYS
Electri-Chef Rubby Built-In (or Equal)

BBQ Grill

Patioshoppers (Or Equal)

Casual Seating

Vinyl Fence - Color: Tan
Wall: Orco Manor Variegated Block

Retaining Wall with Vinyl Fence

Tubular Steel with Paint Color: SW7048 Urban Bronze (or Equal)

EVA Vehicular Gate and Pedestrian Gate

LEGEND

- High Water Use
- Moderate Water Use
- Low Water Use

Project Name: Bear Street Costa Mesa
Date: March 31, 2025

WATER EFFICIENT WORK SHEET

Maximum Applied Water Allowance (MAWA)
Total MAWA = (Eto x 0.55 x LA in Sq.ft. x 0.62)+(Eto x 1.0 x SLA in Sq.ft. x 0.62)= Gallons per year for LA + SLA

Hydrozone:	Eto:	KL	LA Sq. Ft.	Conversion	SLA Sq. Ft.	MAWA
Landscaped Area	48.2	0.55	51,294	0.62	0	843,078

MAWA= Maximum Applied Water Allowance (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
0.55= Evapotraspiration Adjustment Factor (ETAF) (For residential project)
1.0= ETAF for Special Landscaped Area
LA= Landscaped Area includes Special Landscape Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
0.45= the additional ET adjustment Factor for Special Landscape Area (1.0- 0.55= 0.45)
SLA= Special Landscape Area (square feet)

Applicant to fill in boxes below:

Eto (Reference Evapotranspiration from Appendix C inches per year)	48.2
Landscaped Area includes Special Landscape Area (square feet)	51,294
Special Landscape Area (square feet)	0

Estimated Annual Water Use:
Total EAWU = (Eto x KL x LA in Sq.ft. / IE)= Gallons per Year

Hydrozone:	Eto:	KL	Sq. Ft.	Conversion	IE	EAWU
Low Water Use Shrubs (Drip)	48.2	0.2	29,010	0.62	0.81	214,058
Medium Water Use Shrubs (Drip)	48.2	0.5	10,003	0.62	0.81	184,524
High Water Use (Rotor)	48.2	0.7	12,281	0.62	0.73	351,923
High (Water Feature)	48.2	1.0	-	0.62	1.00	-
Total EAWU:			51,294			750,505

EAWU= Estimated Applied Water Use (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
KL= Landscape Coefficient
LA= Landscaped Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
IE= Irrigation Efficiency= IME X DU (See definication in Appendix E for exmaplne IE percentages)
IME= Irrigation Management Efficiency (90%)
DU= Distribution Uniformity of Irrigation Head
KL= Ks x Kc x Kmc
Ks= species factor (range 1.0- 0.9) (see WUCOLS list for values)
Kd= density factor (range 0.5- 1.3) (see WUCOLS list for density value)
Kmc= microclimatic factor (range 0.5- 1.4) (see WUCOLS)

Table A- PF (Plant Factor)

Cool Season Turf= 0.8	
Warm Season Turf= 0.7	
High Water Use Plants= 0.7	(can be between 0.7-0.9)
Moderate Water Use Plants= 0.5	(can be between 0.4-0.6)
Low Water Use Plants= 0.2	(can be between 0.1-0.3)
Very Low Water Use Plants= 0.1	

IE (Irrigation Efficiency)- Appendix E

Pop-up Stream Rotor= 0.73
Rotor Head= 0.76
Microspray= 0.76
Bubblers= 0.77
Drip Emitters= 0.81
Subsurface Irrigation= 0.81

NOTES

Each homeowner shall install and maintain an individual irrigation system for their backyard landscape. New construction projects with a landscape area of 500 square feet or more must comply with the California Model Water Efficient Landscape Ordinance.

LEGEND

- Street Tree
- Shade Tree
- Specimen Tree
- Flower Accent Tree
- Paseo Tree
- Hedge Tree
- Backyard Tree
- Shrub and Groundcover
- Low Hedge Shrub
- Tall Hedge Shrub
- Turf
- Vines

TOTAL TREE CALCULATION

Total Planting Area	51,411 SQFT
Tree Unplantable Area (Garage Planting Pocket, Underground Utility, etc.)	3,375 SQFT
Open Lawn Area	12,281 SQFT
Total Tree Plantable Area	35,608 SQFT
Required Tree Amount (One Tree per 200 SQFT, 15gal min.)	178
Proposed Tree Amount	186 (Backyard trees are excluded.)

PARKING TREE

Parking Stalls	35
Required Parking Tree Amount (One Tree per 6 Parking Stalls)	6
Proposed Parking Tree Amount	9
Required Planter Area: (36SQFT per Tree)	216 SQFT
Proposed Planter Area:	1,810 SQFT

NOTES

1. Twenty-five percent of the required trees shall be 24 inch box or larger.
2. One shrub shall be provided for every 25 square feet of open space. Sixty percent of the required shrubs shall be a minimum of five gallons.

MLC Holdings, Inc.

3150 BEAR STREET - PRELIMINARY PLANTING PLAN

COSTA MESA, CA

0 15' 30' 60'
Scale: 1" = 30'-0"

04.09.25 L-7

C2 Collaborative

TREE SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	FORM	WUCOLS
Street Trees				
Koelreuteria paniculata	Golden Rain Tree	24" box min	Standard	L
Rhus lancea	African Sumac	24" box min	Standard	L
Shade Trees				
Liriodendron tulipifera	Tulip Tree	24" box min	Standard	M
Laurus nobilis	Sweet Bay	24" box min	Standard	L
Podocarpus gracilior	Fern Pine	24"box min	Standard	M
Specimen Trees				
Quercus virginiana	Souther Live Oak	36" box min	Standard	M
Ficus microcarpa nitida 'Green Gem'	Green Gem Fig	36" box min	Standard	M
Flower Accent Trees				
Melaleuca nesophila	Pink Melaleuca	24"box min	Standard	L
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa	24"box min	Standard	L
Paseo Trees				
Platanus acerifolia 'Columbia'	London Plane	24" box min	Standard	M
Liriodendron tulipifera	Tulip Tree	24" box min	Standard	M
Hedge Trees				
Prunus caroliniana	Carolina cherry laurel	15 gal	Columnar	M
Podocarpus macrophyllus	Yew Pine	24"box min	Columnar	M
Backyard Trees				
Magnolia grandiflora 'Little Gem'	Compact Southern Magnolia	36" box min	Standard	M
Tristania conferta	Brisbane Box	36" box min	Standard	M

SHRUB SCHEDULE:

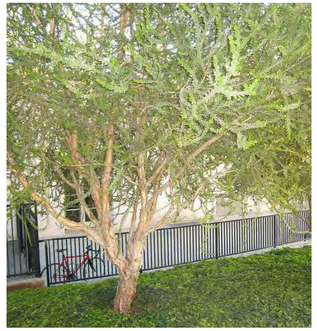
BOTANICAL NAME	COMMON NAME	SIZE	SPACING	WUCOLS
Agapanthus 'Peter Pan'	Dwarf Lily of the Nile	5 gal	30" o.c.	M
Agave spp.	Agave	5 gal	30" o.c.	L
Aloe spp.	Aloe	5 gal	30" o.c.	L
Eriogonum umbellatum	Sulfur Flower	5 gal	30" o.c.	L
Euonymus japonicus 'Aureo-Marginata'	Gold Spot Euonymus	15 gal	24" o.c.	M
Hesperaloe parviflora	Red Yucca	5 gal	24" o.c.	VL
Lavandula dentata 'Candicans'	Candicans French Lavender	5 gal	30" o.c.	L
Rosa spp.	Shrub Rose	5 gal	30" o.c.	M
Yucca spp.	Yucca	5 gal	36" o.c.	L
Low Hedges				
Buxus microphylla japonica	Japanese Boxwood	5 gal	30" o.c.	M
Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Pittosporum	5 gal	30"o.c.	M
Rhaphiolepis indica 'Pink Lady'	Rhaphiolepis Pink Lady	5 gal	36" o.c.	L
Tall Hedges				
Ligustrum japonicum 'Texanum'	Wax Leaf Privet	15 gal	36" o.c.	M
Photinia × fraseri 'Red Robin'	Red Tip Photinia	15 gal	42" o.c.	M
Rhaphiolepis i. 'Majestic Beauty'	Majestic Beauty Hawthorn	5 gal	36" o.c.	L

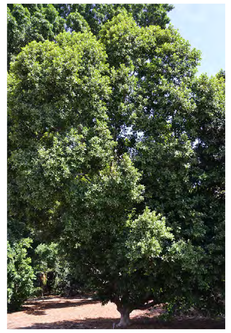
GROUNDCOVER SCHEDULE:

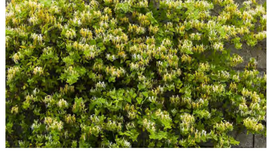
BOTANICAL NAME	COMMON NAME	SIZE	SPACING	WUCOLS
Bougainvillea 'La Jolla'	La Jolla Bougainvillea	1 gal	24" o.c.	L
Carissa macrocarpa 'Prostrata'	Ground Cover Natal Plum	1 gal	24" o.c.	L
Senecio mandraliscae	Kleinia	1 gal	18" o.c.	L
Sodded Turf	Turf	Sodded	-	H

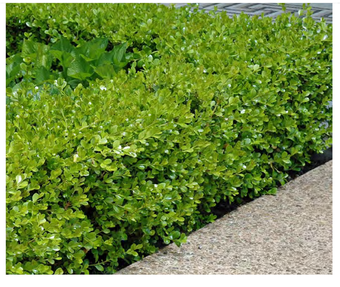
VINE SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	SPACING	WUCOLS
Bougainvillea	Bougainvillea	15 gal	Per Plan	L
Lonicera japonica 'Halliana'	Hall's Japanese Honeysuckle	15 gal	Per Plan	L
Trachelospermum jasminoides	Star Jasmine	15gal	Per Plan	M









TENTATIVE TRACT NO. 19334

FOR CONDOMINIUM PURPOSES

3150 BEAR STREET

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

ABBREVIATIONS

AIRVAC	AIR AND VACUUM VALVE	MH	MANHOLE	TM	TRACT MAP
APN	ASSESSOR'S PARCEL NUMBER	MIN	MINIMUM	TR	TRACT
BLDG	BUILDING	N'LY	NORTHERLY	TYP.	TYPICAL
BNDY	BOUNDARY	NO	NUMBER	W'LY	WESTERLY
CC&R	COVENANTS, CONDITIONS, AND RESTRICTIONS	OCPW	ORANGE COUNTY PUBLIC WORKS		
℄	CENTERLINE	OH-E	OVERHEAD ELECTRIC		
C&G	CURB AND GUTTER	P/P	POWER POLE		
CF	CURB FACE	PIV	POST INDICATOR VALVE		
CONC	CONCRETE	PPTY	PROPERTY		
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY	PL	PROPERTY LINE		
		PROP	PROPOSED		
DW	DOMESTIC WATER	PUE	PUBLIC UTILITY EASEMENT		
DWG.	DRAWING	RCE	REGISTERED CIVIL ENGINEER		
DWY	DRIVEWAY	RET	RETAINING		
E	EAST	RW	RECLAIMED WATER		
EG	EXISTING GRADE	R/W	RIGHT-OF-WAY		
E'LY	EASTERLY	S	SOUTH		
ESMT	EASEMENT	SCE	SO CAL EDISON		
EX	EXISTING	SL	STREET LIGHT		
FDC	FIRE DEPARTMENT CONNECTION	S'LY	SOUTHERLY		
FG	FINISHED GRADE	SD	STORM DRAIN		
FT	FEET	SFD	SINGLE FAMILY DWELLING		
HOA	HOMEOWNERS ASSOCIATION	STD.	STANDARD		
HSCP	HARDSCAPE	SWR	SANITARY SEWER		
LL	LOT LINE	ST	STREET		
LSCP	LANDSCAPE	SWLK	SIDEWALK		

LEGEND

TRACT BOUNDARY	
LOT LINE	
EXISTING RIGHT-OF-WAY	
PROPOSED RIGHT-OF-WAY	
EXISTING EASEMENT	
EXISTING WATER	W
PROPOSED WATER	W
PROPOSED FIRE WATER	FW
EXISTING SEWER	S
PROPOSED SEWER	S
EXISTING STORM DRAIN	
PROPOSED STORM DRAIN	SD
PROPOSED STORM DRAIN	

ZONING

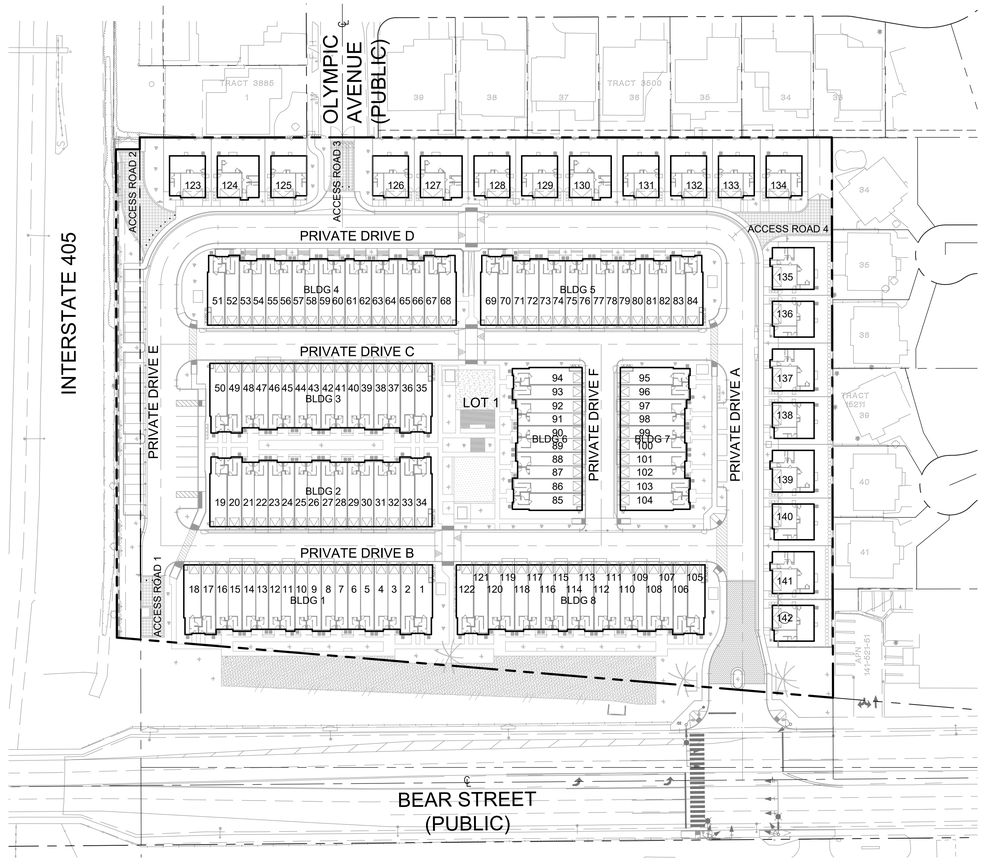
ZONING:	AP – ADMINISTRATIVE & PROFESSIONAL
GENERAL PLAN	
LAND USE DESIGNATION:	GENERAL COMMERCIAL
EXISTING LAND USE:	GENERAL COMMERCIAL
PROPOSED LAND USE:	HIGH DENSITY RESIDENTIAL
PROPOSED DENSITY:	23.2 DU/AC
TOTAL PARKING:	319
UNIT PARKING:	284
GUEST PARKING:	35

TENTATIVE TRACT MAP SUMMARY

NUMBERED LOTS:	1 LOT
LETTERED LOTS:	0 LOTS
TOTAL AREA GROSS:	6.12 AC
TOTAL AREA NET:	6.12 AC
TOTAL AREA TO BE DEDICATED:	0 AC
TOTAL AREA FOR NUMBERED LOTS:	6.12 AC
TOTAL AREA FOR LETTERED LOTS:	0 AC
TOTAL DWELLING UNITS:	142
DETACHED UNITS:	20
ATTACHED UNITS:	122

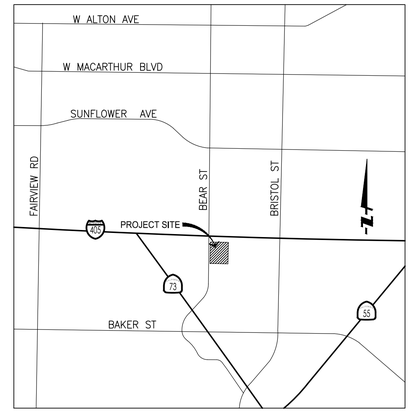
SHEET INDEX

C-1 – TITLE SHEET
C-2 – EXISTING CONDITIONS
C-3 – TENTATIVE TRACT MAP
C-4 – TYPICAL SECTIONS
C-5 – CONCEPTUAL GRADING PLAN
C-6 – CONCEPTUAL UTILITY PLAN
C-7 – FIRE ACCESS SITE PLAN



SITE PLAN

60' 0' 30' 60'
SCALE: 1" = 60'



OWNER

THE KHOSHBIN TOWER L.P., A
TEXAS LIMITED PARTNERSHIP

DEVELOPER

MERITAGE HOMES
5 PETERS CANYON ROAD
IRVINE, CA 92606
PH: 949.299.3847
EMAIL: JOHANNA.CROOKER@MLCHOLDINGS.NET

CONTACT: JOHANNA CROOKER, AICP

CIVIL ENGINEER

X ENGINEERING & CONSULTING
6 HUTTON CENTRE DR., SUITE 650
SANTA ANA, CA 92707
PH: 949.522.7100

CONTACT: ERIC LISSNER, PE

GEOTECHNICAL ENGINEER

SA GEOTECHNICAL
1000 NORTH COAST HIGHWAY SUITE 10
LAGUNA BEACH, CALIFORNIA 92651
PH: 949.403.7229

CONTACT: REZA SABERI, GE

BENCHMARK

DESIGNATION: CM-42-81

DESCRIBED BY OCS 2001 – FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "CM-42-81", SET IN THE SOUTHEAST CORNER OF A 4 FT. BY 11 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE WEST SIDE OF BEAR STREET, 794 FT. SOUTHERLY OF THE 405 SAN DIEGO FREEWAY, AND 42 FT. WESTERLY OF THE CENTERLINE OF BEAR STREET. MONUMENT IS SET LEVEL WITH THE SIDEWALK.
ELEVATION: 35.182 (NAVD 88)

BASIS OF BEARINGS

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE VI, NAD 83 (2010.00 EPOCH).
AS DETERMINED BY GLOBAL POSITIONING SYSTEM (G.P.S.) TIES TO TWO CONSTINUOS GLOBAL POSITIONING SYSTEM (GPS) REFERRED TO AS "BILL" AND "P474". SAID STATIONS ARE PART OF THE CALIFORNIA SPATIAL REFERENCE NETWORK (CRSN) AND WERE HELD "FIXED" HORIZONTALLY IN THIS SURVEY. THE BEARING BETWEEN CCGPS "BILL" AND "P474" BEING N30 42'07"W WAS USED AS THE BASIS OF BEARING.N35D10'15"E

BILL N: 2,154,994.965
E: 6,313,564.161

P474 N: 2,074,324.482
E: 6,256,718.870

ASSESSOR'S PARCEL NUMBER

141-521-48, 141-521-49

UTILITIES

WATER:	MESA WATER DISTRICT	(949) 631-1201
SEWER:	COSTA MESA SANITARY DISTRICT	(949) 645-8400
TELEPHONE:	AT&T/	(800) 288-2020
	COMCAST CABLE	(866) 928-9135
NATURAL GAS:	SOUTHERN CALIFORNIA GAS COMPANY	(800) 427-2200
ELECTRICAL:	SOUTHERN CALIFORNIA EDISON CO.	(800) 655-4555
FIRE PROTECTION:	COSTA MESA FIRE & RESCUE DEPARTMENT	(714) 754-4966

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN ON EXHIBIT "A" AND FURTHER DEPICTED ON EXHIBIT "B" AS ATTACHED TO LOT LINE ADJUSTMENT NO. LL 20-01 RECORDED FEBRUARY 7, 2020 AS INSTRUMENT NO. 2020000053536 OF OFFICIAL RECORDS.

3RD SUBMITTAL - PREPARED 4/9/2025

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE:	AS SHOWN
DESIGNED BY:	DA/KD
DRAWN BY:	DA/RR
CHECKED BY:	EL

TITLE SHEET

TENTATIVE TRACT MAP 19334
FOR CONDOMINIUM PURPOSES
CITY OF COSTA MESA, CALIFORNIA

SHEET C-1 OF 7

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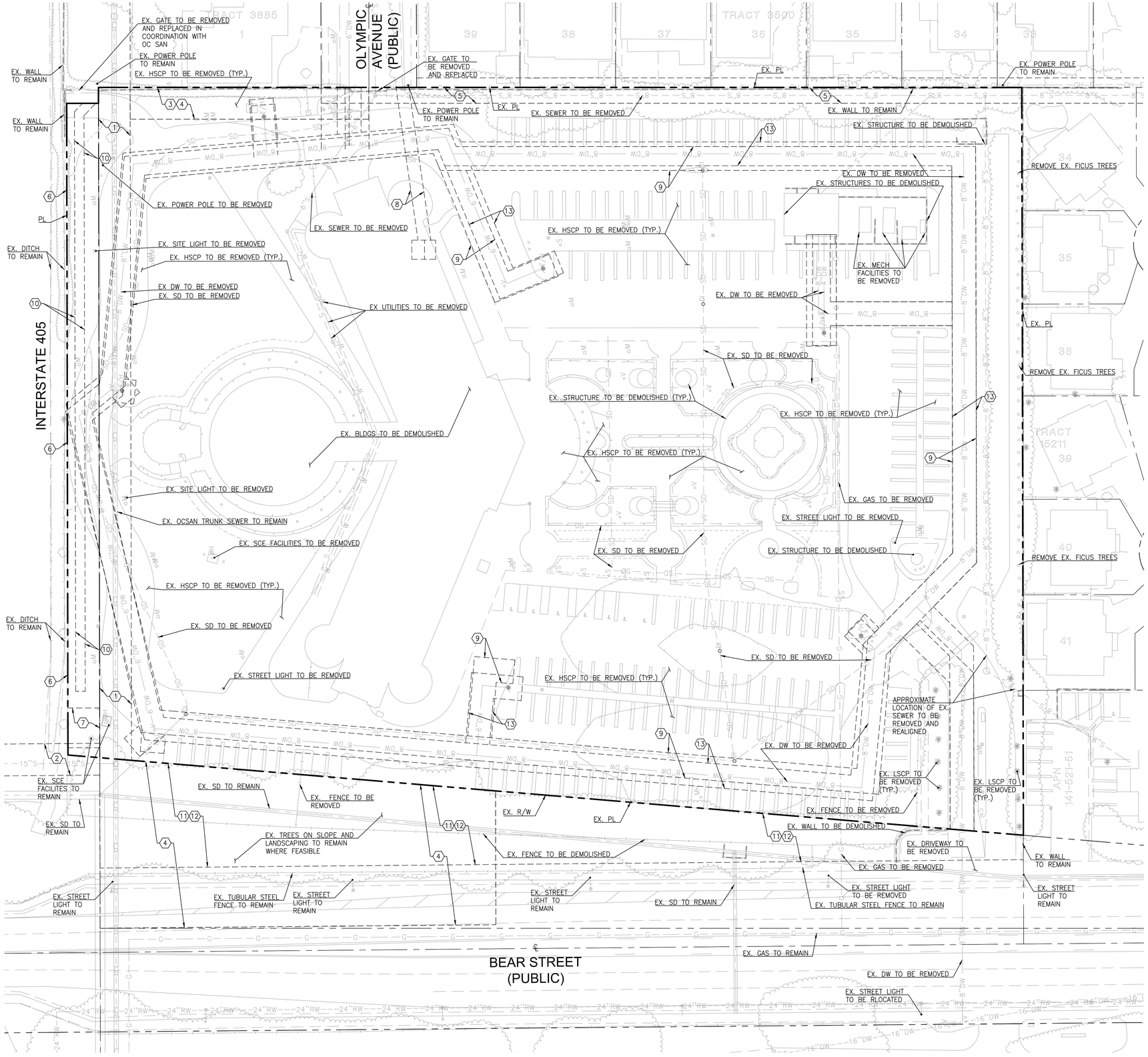

EXISTING EASEMENTS

1. AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES, RECORDED AS BOOK 6324, PAGE 712 OF OFFICIAL RECORDS IN FAVOR OF COUNTY SANITATION DISTRICT NO. 7 OF ORANGE COUNTY CALIFORNIA, TO REMAIN.
2. AN EASEMENT FOR PUBLIC SEWER OR SEWERS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 15, 1965 AS BOOK 7413, PAGE 735 AND RECORDED FEBRUARY 18, 1965 IN BOOK 7419, PAGE 95, BOTH OF OFFICIAL RECORDS, IN FAVOR OF COUNTY SANITATION DISTRICT NO. 7 (OF ORANGE COUNTY, CALIFORNIA), TO REMAIN.
3. AN EASEMENT FOR ACCESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED APRIL 15, 1965 AS BOOK 7484, PAGE 86 OF OFFICIAL RECORDS, TO REMAIN.
4. AN EASEMENT FOR ACCESS AND INCIDENTAL PURPOSES, RECORDED AS BOOK 7498, PAGE 934 OF OFFICIAL RECORDS IN FAVOR OF THE STATE OF CALIFORNIA, BY A DIRECTOR'S DEED RECORDED IN BOOK 11572, PAGE 1364, OFFICIAL RECORDS, SAID INTEREST HAS PASSED TO THE COUNTY SANITATION DISTRICT NO. 7 OF ORANGE COUNTY, TO REMAIN.
5. AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES, RECORDED AS BOOK 7676, PAGE 146 OF OFFICIAL RECORDS IN FAVOR OF COSTA MESA SANITARY DISTRICT, TO BE PARTIALLY QUITCLAIMED.
6. ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM THE HIGHWAY AND/OR FREEWAY ADJACENT TO SAID LAND HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED APRIL 23, 1975 AS BOOK 11384, PAGE 1327 OF OFFICIAL RECORDS, TO REMAIN.
7. AN EASEMENT FOR EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES, INCLUDING ABOVE-GROUND APPURTENANT FIXTURES AND INCIDENTAL PURPOSES, RECORDED JUNE 28, 1977 AS BOOK 12266, PAGE 123 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, TO REMAIN.
8. AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 11, 1978 AS BOOK 12836, PAGE 597 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, TO BE QUITCLAIMED UPON REMOVAL OF FACILITIES.
9. AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED AS BOOK 13620, PAGE 772 OF OFFICIAL RECORDS, TO BE QUITCLAIMED UPON REMOVAL OF FACILITIES.
10. AN EASEMENT TO CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT AND REMOVE AT ANY TIME AND FROM TIME TO TIME UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED APRIL 18, 1989 AS INSTRUMENT NO. 1989-201777 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, TO BE QUITCLAIMED UPON REMOVAL OF FACILITIES.
11. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "HOLD HARMLESS AGREEMENT" RECORDED OCTOBER 09, 1997 AS INSTRUMENT NO. 1997-0507340 OF OFFICIAL RECORDS, TO REMAIN.
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MAINTENANCE AGREEMENT" RECORDED OCTOBER 09, 1997 AS INSTRUMENT NO. 1997-0507341 OF OFFICIAL RECORDS, TO REMAIN.
13. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF EASEMENT TO THE MESA CONSOLIDATED WATER DISTRICT" RECORDED JULY 08, 1999 AS INSTRUMENT NO. 1999-0505534 OF OFFICIAL RECORDS, TO BE QUITCLAIMED UPON REMOVAL OF FACILITIES.

3RD SUBMITTAL - PREPARED 4/9/2025

PREPARED BY:
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REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE: AS SHOWN	EXISTING CONDITIONS
DESIGNED BY: DA/KD	TENTATIVE TRACT MAP 19334
DRAWN BY: DA/RR	FOR CONDOMINIUM PURPOSES
CHECKED BY: EL	CITY OF COSTA MESA, CALIFORNIA
	SHEET C-2 OF 7

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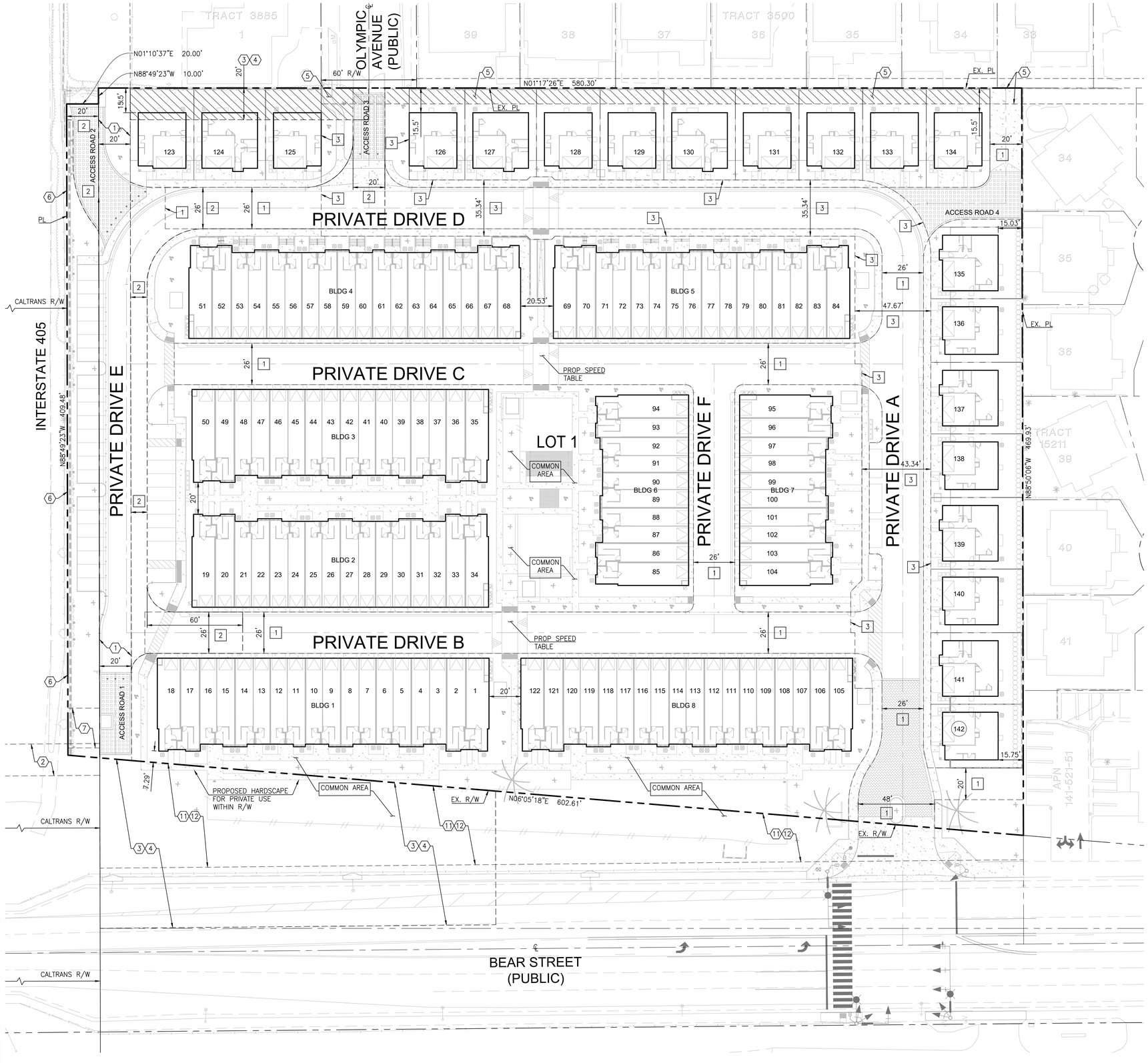

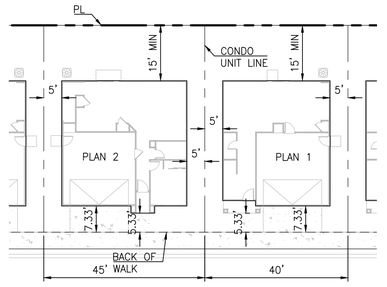

TYPICAL SINGLE-FAMILY DETACHED UNIT DIMENSIONS

SCALE: 1"=20'

EXISTING EASEMENTS TO REMAIN

(1) AN EASEMENT FOR SEWER AND INCIDENTAL PURPOSES, RECORDED AS BOOK 6324, PAGE 712 OF OFFICIAL RECORDS IN FAVOR OF COUNTY SANITATION DISTRICT NO. 7 OF ORANGE COUNTY CALIFORNIA, TO REMAIN.

(2) AN EASEMENT FOR PUBLIC SEWER OR SEWERS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 15, 1965 AS BOOK 7413, PAGE 735 AND RECORDED FEBRUARY 18, 1965 IN BOOK 7419, PAGE 95, BOTH OF OFFICIAL RECORDS, IN FAVOR OF COUNTY SANITATION DISTRICT NO. 7 (OF ORANGE COUNTY, CALIFORNIA), TO REMAIN.

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(11) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "HOLD HARMLESS AGREEMENT" RECORDED OCTOBER 09, 1997 AS INSTRUMENT NO. 1997-0507340 OF OFFICIAL RECORDS, TO REMAIN.

(12) THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MAINTENANCE AGREEMENT" RECORDED OCTOBER 09, 1997 AS INSTRUMENT NO. 1997-0507341 OF OFFICIAL RECORDS, TO REMAIN.

PROPOSED EASEMENTS

[1] EASEMENT FOR SEWER AND INCIDENTAL PURPOSES DEDICATED TO COSTA MESA SANITARY DISTRICT.

[2] EASEMENT FOR ACCESS AND INCIDENTAL PURPOSES DEDICATED TO ORANGE COUNTY SANITATION DISTRICT.

[3] EASEMENT FOR PUBLIC PEDESTRIAN ACCESS SUBJECT TO CC&R'S AND MAINTAINED BY THE HOA.

LEGEND

PORTION OF EASEMENT TO BE QUITCLAIMED

30' 0' 15' 30'

SCALE: 1" = 30'

3RD SUBMITTAL - PREPARED 4/9/2025

PREPARED BY:

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REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE: AS SHOWN	TENTATIVE TRACT MAP
DESIGNED BY: DA/KD	TENTATIVE TRACT MAP 19334
DRAWN BY: DA/RR	FOR CONDOMINIUM PURPOSES
CHECKED BY: EL	CITY OF COSTA MESA, CALIFORNIA
	SHEET C-3 OF 7

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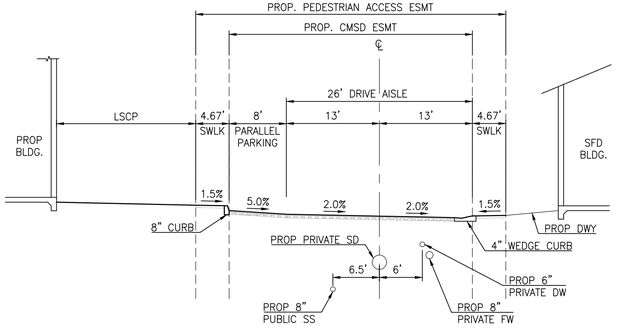
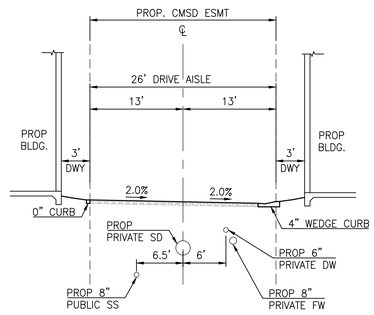


SECTION A/4
SCALE: 1"=10'



SECTION B/4
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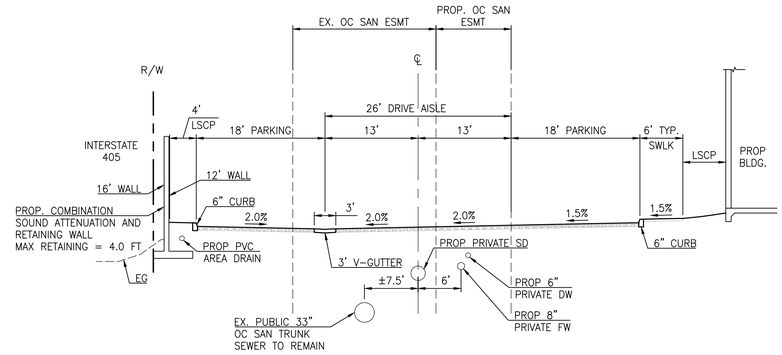

SECTION C/4
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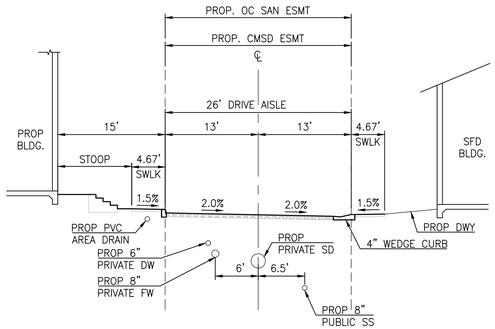

SECTION D/4
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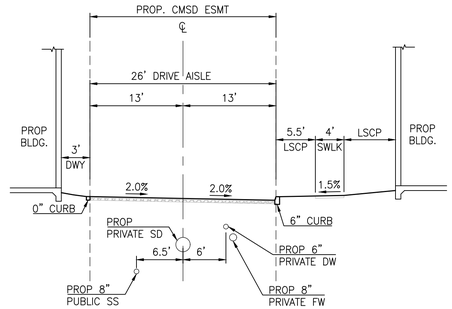

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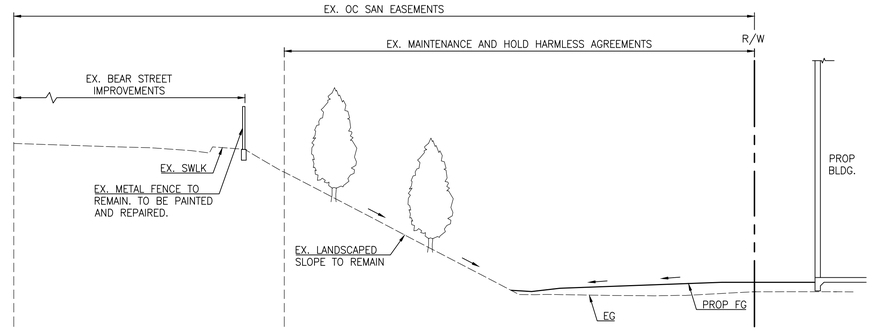

BEAR STREET SLOPE F/4
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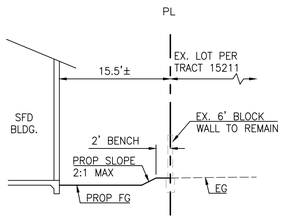

SECTION G/4
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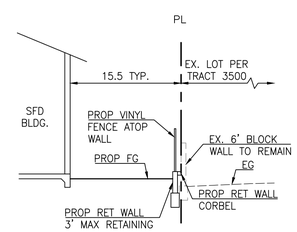
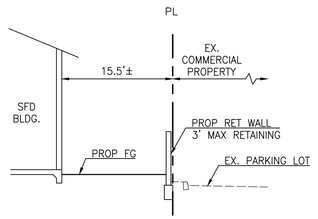


E'LY PROPERTY LINE H/4
SCALE: 1"=10'



SECTION I/4
SCALE: 1"=10'

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PREPARED BY:

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REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE:	AS SHOWN
DESIGNED BY:	DA/KD
DRAWN BY:	DA/RR
CHECKED BY:	EL

TYPICAL SECTIONS

TENTATIVE TRACT MAP 19334
FOR CONDOMINIUM PURPOSES
CITY OF COSTA MESA, CALIFORNIA

SHEET C-4 OF 7

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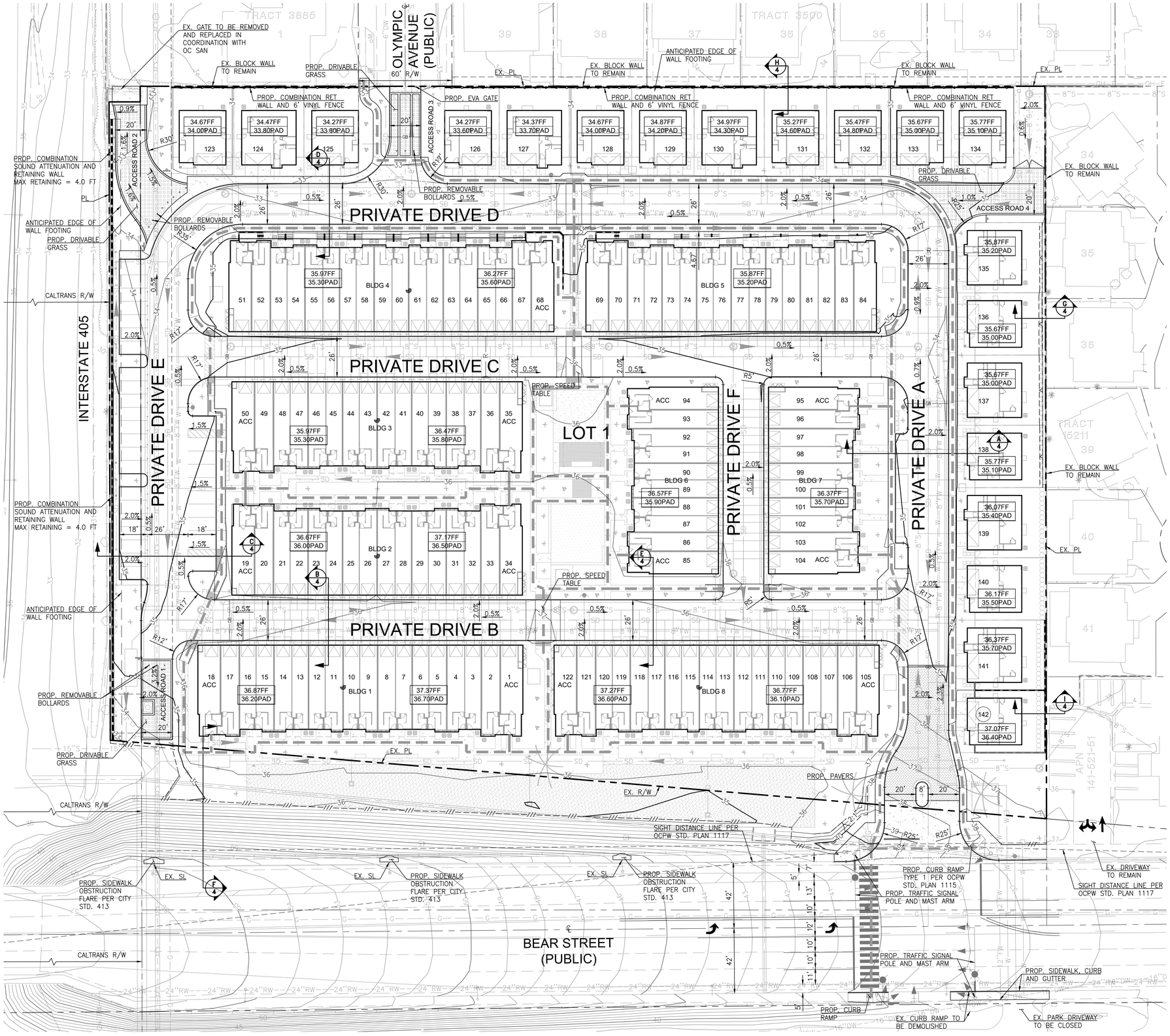

LEGEND

- TRACT BOUNDARY
- RIGHT OF WAY
- STREET CENTERLINE
- PROPOSED DAYLIGHT
- TOP OF SLOPE
- TOE OF SLOPE
- W — PROPOSED DOMESTIC WATER
- FW — PROPOSED FIRE WATER
- SD — PROPOSED STORM DRAIN
- S — PROPOSED SANITARY SEWER
- 100 — PROPOSED ELEVATION
- 100 — EXISTING ELEVATION
- GB — GB — PROPOSED GRADE BREAK
- R — R — PROPOSED RIDGE LINE
- PROPOSED RETAINING WALL
- PROPOSED NON-RETAINING WALL
- PROPOSED WALL FOOTING
- EDGE OF PAVEMENT
- FLOW LINE
- ACCESSIBLE PATH OF TRAVEL
- PROPOSED CHANGE IN SLAB ELEVATION
- ACC — INDICATES ACCESSIBLE UNIT
- PROPOSED PAVERS PER LANDSCAPE PLAN
- PROPOSED DRIVABLE GRASS PAVEMENT SYSTEM

EARTHWORK QUANTITIES

	CUT (CY)	FILL (CY)
RAW VALUES:	2,600	7,800
OVEREXCAVATION:	39,000	39,000
SHRINKAGE (4.5%):		2,000
SUBSIDENCE (0.10):		1,000
TOTALS:	44,800	49,800
NET:	5,000 CY IMPORT	

NOTE: THESE VALUES DO NOT INCLUDE UTILITY TRENCH, HOUSE FOOTING SPOILS, DEMOLITION HAULOFF, OR PAVEMENT THICKNESS.

30' 0' 15' 30'

SCALE: 1" = 30'

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SCALE:	AS SHOWN
DESIGNED BY:	DA/KD
DRAWN BY:	DA/RR
CHECKED BY:	EL

CONCEPTUAL GRADING PLAN
TENTATIVE TRACT MAP 19334
FOR CONDOMINIUM PURPOSES
CITY OF COSTA MESA, CALIFORNIA

SHEET C-5 OF 7

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EX. GATE TO BE REMOVED AND REPLACED IN COORDINATION WITH OC SAN

PROP AIRVAC ASSEMBLY PER MESA WATER STD. DWG. 8 (PUBLIC)

OLYMPIC AVENUE (PUBLIC)

INTERSTATE 405

ACCESS ROAD 2

ACCESS ROAD 3

ACCESS ROAD 4

ACCESS ROAD 1

PRIVATE DRIVE A

PRIVATE DRIVE B

PRIVATE DRIVE C

PRIVATE DRIVE D

PRIVATE DRIVE E

PRIVATE DRIVE F

LOT 1

BEAR STREET (PUBLIC)

BLDG 1

BLDG 2

BLDG 3

BLDG 4

BLDG 5

BLDG 6

BLDG 7

BLDG 8

PROP SD (PRIVATE)

PROP DW (PRIVATE)

PROP 8" SWR (PUBLIC)

PROP FIRE HYDRANT

PROP TRANSFORMER

PROP FW (PRIVATE)

PROP FW (PUBLIC)

PROP 10" DCDA WITH FDC

PROP 6" DW MASTER METER

PROP 1.5" IRRIGATION METER

PROP 8'X24' MWS

PROP 8'X20' MWS

CONNECTION TO EX. SD (PRIVATE)

CONNECTION TO EX. DW

EX. DITCH TO REMAIN

EX. 24" SD TO REMAIN

EX. 60" SD TO REMAIN

EX. OCSAN SS

EX. SD

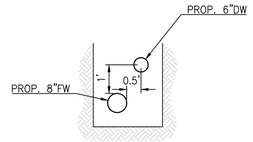
EX. R/W

EX. 16" DW

EX. 24" RW PER OCWD RECORD DWG. CONTRACT NO. GA-90-1

LEGEND

- PROPERTY BOUNDARY
- STREET CENTER LINE
- PROPOSED EASEMENT
- EXISTING DOMESTIC WATER
- EXISTING SEWER
- EXISTING STORM DRAIN
- PROPOSED DOMESTIC WATER
- PROPOSED FIRE WATER
- PROPOSED SEWER
- PROPOSED STORM DRAIN
- PROPOSED MODULAR WETLANDS SYSTEM
- PROPOSED DW METER
- PROPOSED FIRE HYDRANT
- PROPOSED CATCH BASIN
- PROPOSED TRANSFORMER
- PROPOSED 10" DCDA WITH FDC
- PROPOSED POST INDICATOR VALVE
- FLOW DIRECTION ARROW



WATER SHOULDER TRENCH DETAIL

30' 0' 15' 30'

SCALE: 1" = 30'

3RD SUBMITTAL - PREPARED 4/9/2025

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
949.522.7100 | xengineeringinc.com

REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE: AS SHOWN	CONCEPTUAL UTILITY PLAN
DESIGNED BY: DA/KD	TENTATIVE TRACT MAP 19334
DRAWN BY: DA/RR	FOR CONDOMINIUM PURPOSES
CHECKED BY: EL	CITY OF COSTA MESA, CALIFORNIA

SHEET C-6 OF 7

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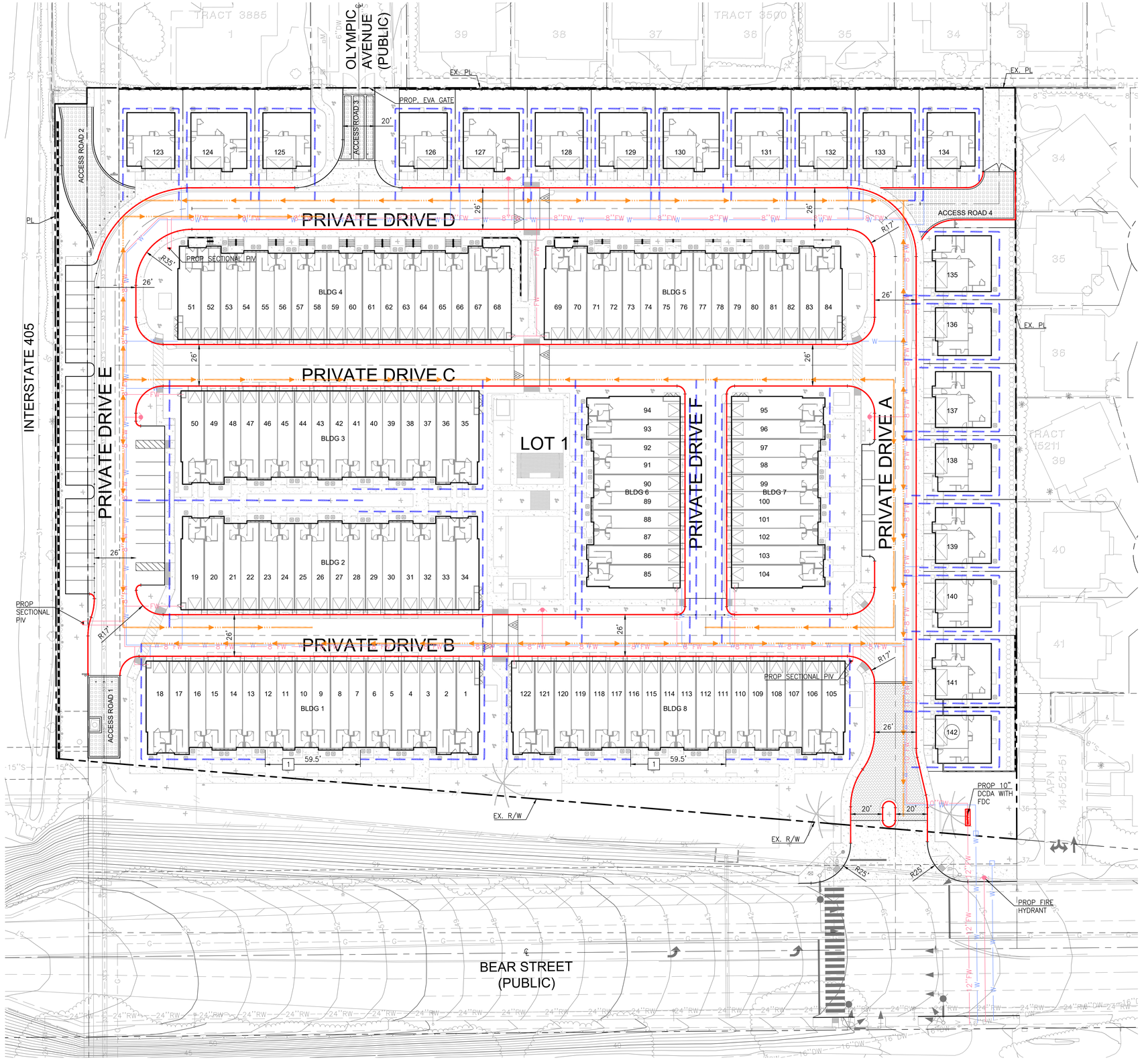

LEGEND

- EXISTING RIGHT OF WAY
- STREET CENTERLINE
- PROPERTY BOUNDARY
- PROPOSED FIRE WATER
- PROPOSED DOMESTIC WATER
- PROPOSED FIRE HYDRANT
- PROPOSED POST INDICATOR VALVE
- PROPOSED 10" DCDA WITH FDC
- HOSE LAY LINE
- HOSE PULL LINE
- CURBS AND AREAS DESIGNATED TO BE NO PARKING

NOTES

1. PORTION OF BUILDING PERIMETER NOT ACCESSED BY HOSE PULL.
2. HOSE PULL LENGTH SHOWN 150' MAX.

30' 0' 15' 30'

SCALE: 1" = 30'

3RD SUBMITTAL - PREPARED 4/9/2025

PREPARED BY:

X ENGINEERING & CONSULTING, INC.
6 Hutton Centre Drive, Suite 650
Santa Ana, California 92707
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REGISTERED PROFESSIONAL ENGINEER ERIC LISSNER NO. 84264 CIVIL STATE OF CALIFORNIA

SCALE:	AS SHOWN
DESIGNED BY:	DA/KD
DRAWN BY:	DA/RR
CHECKED BY:	EL

FIRE ACCESS SITE PLAN

TENTATIVE TRACT MAP 19334
FOR CONDOMINIUM PURPOSES
CITY OF COSTA MESA, CALIFORNIA

SHEET C-7 OF 7

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ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING PGPA-24-0002 TO REZONE A 6.12-ACRE SITE TO MULTIPLE FAMILY RESIDENTIAL (R3) FOR THE PROPERTY LOCATED AT 3150 BEAR STREET

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, an application was filed by Vanessa Schiedel of Meritage Homes, representing the property owners, requesting approval of certain land use entitlements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 14, 2025 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, at their regular meeting on July 14, 2025, the Planning Commission recommended that City Council approve the project by a _-_ vote;

WHEREAS, a duly noticed public hearing was held by the City Council on July 15, 2025 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on _____, the City Council approved the first reading by a _-_ vote;

WHEREAS, the City Council took or will take the following actions by separate resolution:

1. **CERTIFY** the Mitigated Negative Declaration (SCH No. 2025050135) including the Mitigation Monitoring and Reporting Program;
2. **APPROVE** General Plan Amendment PGPA-24-0002 to change the land use designation of the project site from General Commercial to High Density Residential (HDR);
3. **APPROVE** the Desing Review for 142 residential units;
4. **APPROVE** the density bonus agreement to allow for a 20 percent increased density, incentive to deviate from the residential design guidelines, and waivers for building height, front setback, landscaped parkways, open space, individual unit lot size, and side by side units in exchange for 5% of the base units being provided at very-low-income levels;
5. **APPROVE** Tentative Tract Map No. 19334 for the subdivision of the subject property for ownership purposed;

WHEREAS, the proposed general plan amendment would re-designate the land use from General Commercial to High Density Residential in order to allow the residential use. To ensure consistency between the General Plan Land Use Map and the Zoning Map, the property is rezoned from Administrative Professional (AP) to Multiple Family Residential (R3);

WHEREAS, R3 districts are intended are intended to promote the development of multi-family rental as well as ownership dwelling units.. As such, the proposed zoning district would allow the residential development;

WHEREAS, a rezone is a legislative action subject to the discretionary approval of the final decision body, City Council;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), a project Mitigated Negative Declaration (MND) was prepared by the City in accordance with the California Environmental Quality Act (CEQA);

WHEREAS, in accordance with CEQA Guidelines Section 15073, the MND was made available for a public comment period beginning May 1, 2025 and ending on May 31, 2025;

WHEREAS, a list of comments received and responses to the comments are included as part of the MND presented to City Council on _____, 2025;

WHEREAS, the MND found no areas that are considered significant unavoidable adverse impacts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: REZONE. The City of Costa Mesa Official Zoning Map is hereby amended as follows:

1. The proposed rezone to Multiple Family Residential (R3) is consistent with the General Plan as amended by PGPA-24-0002 and adopted by Resolution No. 2025-xx.
2. There is hereby placed and included in the Multiple Family Residential (R3) zoning district a 6.12-acre parcel, situated in the City of Costa Mesa, County of Orange, State of California.

3. Pursuant to the provisions of Section 13-22 of the Costa Mesa Municipal Code, the Official Zoning Map of the City of Costa Mesa is hereby amended by the change of zone described in Subsections Number 1 and Number 2, above. A copy of the Official Zoning Map and Zoning Code is on file in the office of the Planning Division.

SECTION 2: INCONSISTENCIES. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 3: SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 4: PUBLICATION. This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and prior to the expiration of fifteen (15) days from its passage shall be published once in THE DAILY PILOT, a newspaper of general circulation, printed and published in the City of Costa Mesa or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post in the office of the City Clerk a certified copy of this Ordinance together with the names and member of the City Council voting for and against the same.

PASSED AND ADOPTED this 2nd day of September, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

I, BRENDA GREEN, City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify that the above foregoing Ordinance No. 2025-xx as introduced and considered section by section at a regular meeting of said City Council held on the 5th day of August, 2025, and thereafter passed and adopted as a whole at the regular meeting of said City Council held on the 2nd day of September, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the Seal of the City of Costa Mesa this 3rd day of September, 2025.

_____
Brenda Green, City Clerk

EXHIBIT A

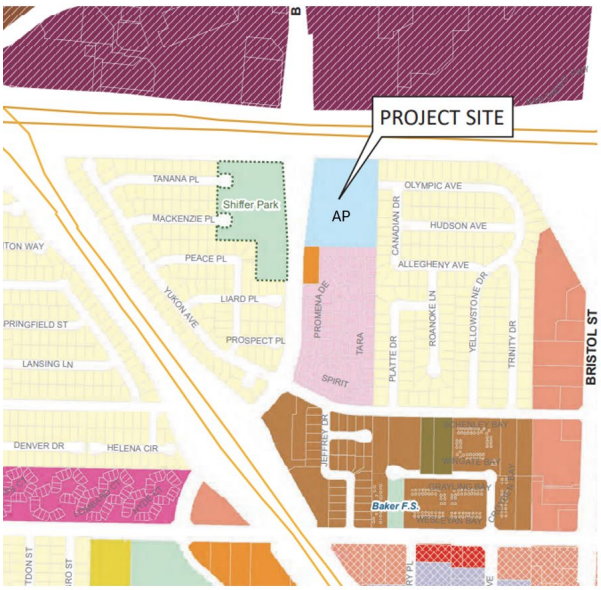
REZONE

Amendment to the Zoning Map

Change the zoning district designation of the 6.12-acre site at 3150 Bear Street from Administrative Professional (AP) to Multiple Family Residential (R3)

Proposed Zoning Map

Existing



Proposed

April 11, 2025

Chris Yeager
Associate Planner
Development Services Department
77 Fair Drive, Costa Mesa, CA 92626
(714) 754-4883

RE: 3150 Bear Street (APN 141-521-48) – Development Application Submittal No. 3, Application Letter

Dear Mr. Yeager,

Our Entitlement Package has been updated to address all City comments received for the Bear St. project located at 3150 Bear Street. The project consists of 142 residential units, including 20 two-story detached condos and 122 four-story stacked flats on 6.125 acres. The project includes internal private drives, open space amenities, guest parking, frontage improvements, and existing EVA access improvements.

Two community meetings were held for the public on March 23 and March 24, 2025, at the project site. The community meetings were held open-house style where the public could ask questions about the project at different stations which covered different components of the project (land use, engineering, landscape, traffic, architecture). There were approximately 50 people in attendance between the two meetings. Most public attendees were curious about general project features. Some attendees were interested in purchasing a future home on-site, and others shared concerns related to traffic, pedestrian access to Olympic, streetscape improvements, density and setbacks. Comment cards and sign-in sheets from the public meetings have been included as part of this submittal for the City's reference.

The 6.125-acre site is currently designated in the General Plan as "General Commercial" and is zoned "Administrative and Professional (AP)." As such, the project proposes to amend the General Plan designation to "High Density Residential" and rezone the property to "Multiple-Family Residential (R-3)," which both permit a density of up to 20 du/ac, i.e. up to 122 units.

At the request of the City, an Affordable Housing Marketing Plan and Affordability Guidelines were prepared for the project by VCCDC, and submitted to the City on March 28, 2025, for review and comment. The Affordable Housing Marketing Plan covers the proposed 7 Very-Low deed restricted affordable homes (5% of base density of 122 units, rounded up to the nearest whole number), The proposed 7 Very-Low income housing units proposed allows for a 20% density increase through the State's Density Bonus Law (DBL). With the Density bonus, a total of up to 146 homes is permitted; however, only 142 units are proposed. The proposed project consists of two types of new for-sale homes, detached and attached condominiums, as outlined on P3.0 of the revised Entitlement Set, and as shown in the architectural plan set. A separate Density Bonus Law (DBL) letter is included detailing the projects application for the Density Bonus and associated Incentives and Waivers.

The project also includes an application for Tentative Tract Map for Condominium purposes. The map proposes a single lot subdivision with 142 airspace units. As such, the property is subject to Costa Mesa Municipal Code (CMMC) Section 13-41, which provide special development standards related to residential common interest development standards. Two of the standards allow flexibility in design to avoid the long-row effect of larger buildings. While this does not necessarily require a waiver under Density Bonus Law, the project requires alternative design considerations to achieve the proposed densities as described below:

(1) Development Standard CMMC 13-41(b)(2)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.

(2) **Development Standard CMMC 13-41(b)(2)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**.

Rather than providing side by side unit, the project includes a series of stacked flats in buildings that are larger than six dwelling units to achieve the proposed density. Smaller buildings and staggered setbacks would require significantly more space on the project site to accommodate these setbacks and building separations required by the Building Code. Instead, the project includes larger buildings, similar to what is often seen in an apartment community of similar density. These units are designed to offer a middle ground between apartments and traditional row-house style townhomes to provide greater affordability and opportunities for-first time homebuyers. Density is a key component to affordability as it allows builders to spread the high cost of land and infrastructure across a greater number of units. From a design perspective, the proposed buildings have been thoughtfully designed to reduce massing by including a partial fourth story; adding balconies, cantilevers, and other horizontal massing breaks, and varying roof forms that provide articulation to minimize the overall bulk and long-row effect of these larger buildings.

Project construction will take approximately two years and would begin approximately 8 months to 1 year following entitlement approval. Site development is anticipated to begin in February 2026. Construction activities will consist of three consecutive phases: (1) demolition of the existing paved surfaces and structures, clearing, and site preparation; (2) site development, including grading, utility installation, and roadway construction; (3) vertical construction and landscaping installation. Demolition will take approximately 8 weeks, rough grading will take approximately 10 weeks, and utilities and paving will take approximately 24 weeks. Vertical construction is anticipated to begin in December 2026 and be completed by December 2027. Model units are anticipated to be open in May 2027. The maximum depth of excavation will be approximately 8 feet (4 feet raw cut and 4 feet over excavation). A construction phasing plan is being prepared and will be shared with the City prior to project hearings.

With approval of the proposed GPA, the proposed high-density residential development would be located at a site consistent with the City's General Plan Land Use Element which states that high-density areas should be located in proximity to transportation routes within convenient distances to shopping and employment centers. The project would also be consistent with the Multiple-Family Residential District (R-3) intent to promote development of multi-family ownership dwelling units. The proposed two-story detached condos and four-story stacked flats floorplans range in size from 1,062 SF (2 bed, 2 bath) to 2,364 SF (4 bed, 3 bath), offering a variety of plan types to accommodate a range of buyers, including first-time homebuyers. The architectural style or styles of buildings within a community strongly define a community's character. To create successful communities, architectural design must embody methods that are flexible enough to meet the changing needs of the consumer market yet, must also be visually pleasing and complementary to the surrounding neighborhood. The project aims to provide a contemporary interpretation of traditional styles. Two (2) variations of color schemes are proposed for the two-story detached condos, as well as the four-story stacked flats. The proposed project would complement surrounding development, while contributing to Costa Mesa's housing inventory with the provision of new, quality, for-sale residential units. As an infill development, the project will also serve to improve street frontage and will provide pedestrian improvements on Bear Street.

Meritage Homes believes that the housing proposed by this new community delivers the type of missing-middle for-sale housing that is desperately needed in the region and to offer the benefits of homeownership to Costa Mesa residents. We are very excited for the opportunity to bring this proposal to the City of Costa Mesa and look forward to your comments.

Sincerely,

Johanna Crooker, AICP
Vice President, Forward Planning and Entitlements, Southern California
5 Peters Canyon Road | Irvine, CA 92606
O: 949.299.3847
www.meritagehomes.com

April 11,2025

Chris Yeager
Associate Planner
Development Services Department
77 Fair Drive, Costa Mesa, CA 92626
(714) 754-4883

RE: 3150 Bear Street (APN 141-521-48), Density Bonus Law Application

Dear Mr. Yeager,

MLC Holdings respectfully requests to develop 122 for-sale townhomes and 20 detached condominiums (142 total units) on approximately 6.1 acres of property located 3150 Bear Street (APN: 141-521-48) for a proposed density of 23.2 dwelling units per acre. The site is currently designated in the General Plan as "General Commercial" and is zoned "Administrative and Professional (AP)." As such, the project proposes to amend the General Plan designation to "High Density Residential" and rezone the property to "Multiple-Family Residential (R-3)," which both permit a density of up to 20 du/ac. State Density Bonus Law (California Government Code Section 65915-65918) provides qualifying projects to take advantage of various tools to maximize density and offset the cost of providing affordable housing on-site. Qualifying projects include those that include at least 5% of housing units that are restricted to very low-income residents. The following provides a summary of the projects' intent to utilize Density Bonus Law (DBL).

Density Bonus

The primary benefit of DBL allows projects to increase density above what is permitted to offset the cost of providing affordable housing on-site. The project proposes to include seven (7) affordable units (5% of the base density of 20 du/ac or 122 homes), priced for households at very low-income levels. Projects that provide 5% of the base number of unis as affordable to Very Low Income households are granted up to a 20% increase in density, which means the project is entitled to 146 homes; however, the project only proposes 142 homes.

Incentives/Concessions

Qualifying projects are permitted a specified number of incentives, i.e. concessions, based on the level of affordability. Incentives/Concessions are defined as a reduction in site development standards that result in identifiable and actual cost reductions. By providing 5% of the units to Very Low Income households, the project is entitled to one (1) incentive under DBL. The project applicant is seeking the following incentive:

> **Detached Unit Second Story Design.** The City's Residential Design Guidelines require articulation and offsets on all building elevations to avoid a boxy appearance and mandate consistent architectural treatment on all sides of the structure. The requested incentive applies to detached Units Plan 1 and Plan 2. While both plans incorporate articulation on the front elevations—such as a stepped-back second story (Plan 1), a front porch and wrapping band feature (Plan 2)—the side and rear elevations do not include the same level of articulation or material treatment, as required by the guidelines. However, these elevations are largely screened by landscaping. Strict compliance with these design standards would reduce the interior square footage of the units, which are already modest in size, thereby reducing their functionality and affordability. Furthermore, requiring offsets on all elevations would increase design complexity, construction costs, and potentially result in a reduction in the number of units achievable on the site. As such, the enforcement of the standard would physically preclude the

applicant from constructing the density bonus units permitted under state law. Therefore, the requested incentive is necessary to physically accommodate the density, including the affordable units.

Waivers

If any other City or County development standard would physically prevent the project from being built at the permitted density and with the granted concessions/incentives, the developer may propose to have those standards waived or reduced. The City or County is not permitted to apply any development standard which physically precludes the construction of the project at its permitted density and with the granted concessions/incentives. The City or County is not required to waive or reduce development standards that would cause a public health or safety problem, cause and environmental problem, harm historical property, or would be contrary to law. The waiver or reduction of a development standard does not count as an incentive or concession, and there is no limit on the number of development standard waivers that may be requested or granted. Development standards which have been waived or reduced utilizing this section include setback, lot coverage, open space requirements, and building height limits.

The applicant requests the following waivers to the following development standards to physically allow the project to achieve the proposed density:

(1) Development Standard CMMC 13-32, Table 13-32, R-3 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. Building Height is defined in CMMC section 13-6 as the distance from the finished grade to the highest point on the roof, including roof-top mechanical equipment and screening.

The project proposes two- and four-story buildings with a maximum height of 52-feet respectively. The two-story homes are situated adjacent to existing single-family homes to provide a buffer between existing homes and the proposed four-story buildings.

(2) Development Standard CMMC 13-32, Table 13-32: R-3 Required Front Setback

A reduced front setback from 20 feet to 7 feet in the northwest corner of the site – The reduced setback allows the project to achieve the proposed density and does not pose a significant design issues considering the property is separated from the Bear Street Right-of-way by a city-owned parcel that will continue to be maintained by the project's HOA via an existing maintenance agreement.

(3) Development Standard CMMC 13-105(h): In all residential zones, except R-1, landscape parkways with a combined width of 10 feet, but not less than three 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 five feet in width.

The project includes attached sidewalk along private streets to provide walkability; however, a parkway is not provided in all cases where space of the project site is constrained. Landscaping and trees are provided in front yards and common open spaces areas adjacent to sidewalks to provide shade and pedestrian comfort. Front yards and common open space areas will be maintained by the HOA.

(4) Development Standard 13-32 Table 13-32, R-3 Minimum Open Space: 40% of the total lot area. Open space is defined in CMMC section 13-6 as 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.

The minimum 40% open space standard requires that 2.45 acres (106,722 sf) of the 6.125-acre site be preserved as open space. It should be noted that the standard is written as a percentage of the site, which is more akin to a lot coverage requirement rather than a per unit recreational space standard. The project proposes 93,500 sf (35%) of on-site open space including common recreation area, tot lot, BBQ area, passive recreation and decorative plantings and landscaping. The project includes 13,278 sf of additional off-site passive recreation area within the public right-of-way adjacent to Bear Street. The inclusion of the off-site open space would provide 106,778 sf of open space which is six square feet more than the requirement. If 40% open space was provided on-site, it would reduce the size of the developable lot which would result in a reduction of units. The project includes a waiver of this requirement to achieve the proposed density; however, the project includes an appropriate amount common and private open space per unit.

The project includes a waiver for individual unit open space requirements for the townhome component of the project. The City's Municipal Code requires that the townhome units would be provided a patio with no dimension less than 10 feet. The proposed townhome units are stacked to allow for the project to develop the number of units allowed pursuant to the Density Bonus Law. The stacked units do not allow for adjoining patio areas and balconies have been included with each individual unit. The square footage of balconies per unit range from 55 sf to 194 sf. If the adjoining patio was provided, the buildable lot area would be reduced which would reduce the allowable units on site under the Density Bonus Law.

Individual Dwelling Unit Minimum Lot Area

Individual units on residential common interest developments are required to be located on a minimum 3,000 sf lot with an average lot area of 3,500 across the project. The project includes a range of condo lot areas from approximately 2,017 sf to 2,608 sf with an average induvial lot area of approximately 2,395 sf. The project proposes to include 20 single family dwellings along the eastern and southern permitter of the project site to buffer any impacts of the project to the neighboring single-family dwellings. The condo lot sizes are reduced to allow for the number of units allowed pursuant to the Density Bonus Law.

Maximum Parking Standards

Pursuant to California Government Code Section 65915(p)(1), "…a city, county, or city and county shall not require a vehicular parking ratio, inclusive of parking for persons with a disability and guests, of a development meeting the [qualifying project criteria], that exceeds the following ratios:

(A) Zero to one bedroom: one onsite parking space
(B) Two to three bedrooms: one and one-half onsite parking spaces
(C) Four and more bedrooms: two and one-half parking spaces"

According to this requirement, the project is only required to provide 236 parking spaces. Recognizing that parking is a concern in this neighborhood, the project proposes to provide 319 spaces (2 garage spaces per unit, plus 35 guest parking spaces), in compliance with the minimum 2.25 per unit required by the Specific Plan.

We hope that staff appreciates our efforts to create a livable and desirable project that fits within the context of the neighborhood. We look forward to working with staff to further refine the project and deliver new homeownership opportunities to the City of Tustin.

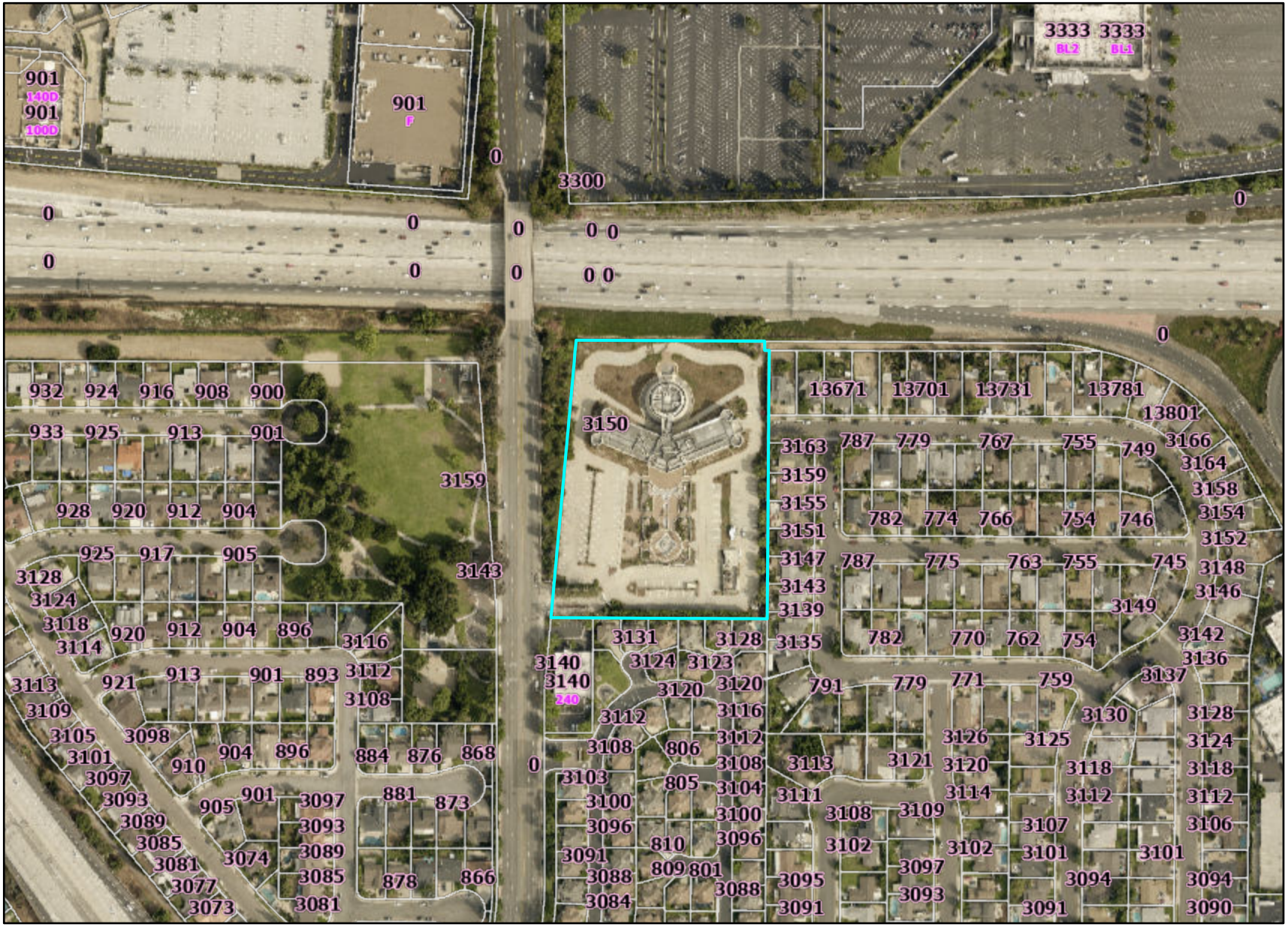
Kind Regards,

Johanna Crooker, AICP
Vice President, Forward Planning and Entitlements, Southern California
5 Peters Canyon Road | Irvine, CA 92606
O: 949.299.3847
www.meritagehomes.com

Costa Mesa

Vicinity Map

ATTACHMENT 6



Legend

- City Limit
- Addresses
- Silver

N W E S

0 0.05 0.1 0.2 mi

The City of Costa Mesa makes no guarantee as to the accuracy of any of the information provided and assumes no liability for any errors, omissions, or inaccuracies.

WGS 1984 Web Mercator Auxiliary Sphere

© City of Costa Mesa

Zoning Map

Legend

- City Limit
- Addresses
- Silver

Zoning

- AP - Administrative Professional
- IR-MLT - Institutional Recreational Multi-Use
- R1 - Single-Family Residential
- R2-MD - Multiple-Family Residential, Medium Density
- R2-HD - Multiple-Family Residential, High Density
- R3 - Multiple Family Residential
- MG - General Industrial
- MP - Industrial Park
- PDI - Planned Development Industrial
- C1 - Local Business
- C2 - General Business
- C1-S - Shopping Center
- TC - Town Center
- PDR-NCM - Planned Development Residential - North Costa Mesa
- I&R - Institutional Recreational
- I&R-S - Institutional Recreational - School
- P - Parking
- CL - Commercial Limited
- PDC - Planned

N W E S

0 0.05 0.1 0.2 mi

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WGS 1984 Web Mercator Auxiliary Sphere

© City of Costa Mesa

Existing Project Entry

Shiffer Park across Bear Street
Bear St

Existing Development

Existing Ficus Trees along
South Property LIne

Southeastern corner of lot

Existing EVA Gate to be replaced

Existing East Property Line

Existing North Property Line

Existing Development
Event Spaces Available

Existing Development with Freeway Behind

Existing Development

Existing Parking Lot

Existing Bear Street Slope

City of Costa Mesa
3150 Bear Street - Fiscal Impact Analysis
December 11, 2024

Prepared for:

MLC Holdings, Inc.
5 Peters Canyon Road, Suite 310
Irvine, CA 92606

Prepared by:

ZIMMERMAN GROUP
PUBLIC FINANCE SOLUTIONS

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1. INTRODUCTION

On behalf of MLC Holdings, Inc. ("Developer"), Zimmerman Group, Inc. has completed a fiscal impact analysis ("FIA") for the proposed residential home development located at 3150 Bear Street ("Property") in the City of Costa Mesa ("City"). The Property is currently being used for hosting luxury events, but Developer is proposing to develop 142 residential units ("Project"), which includes seven affordable housing units on the Property. The Project is proposed to include 122 4-story stacked flats and 20 cluster motor court homes. This FIA report calculates the estimated annual recurring fiscal impact on the City's general fund ("General Fund") that will result from development of the proposed Project.

2. FISCAL IMPACT ANALYSIS

2.1 PURPOSE & METHODOLOGY

The FIA analyzes the additional revenues and expenses to the General Fund expected to result from the development of the Project. The additional revenues are then compared to the additional expenses to determine the net fiscal impact (surplus or deficit) on the General Fund. Revenues and expenses are calculated using the case study method ("Case Study Method") or the per capita method ("Per Capita Method"). The Case Study Method uses Project specific variables, such as estimated home values, to determine the estimated impact on the General Fund. The Per Capita Method is based on the City's total revenue or expense from the Adopted 2024-25 Budget, divided by the current service population to determine the average revenue or expense per person. For certain revenue and expense categories, adjustments are made to account for the marginal impact differing from the existing citywide average per capita amount. For example, there are certain fixed costs that are not expected to increase as a result of the Project development.

The estimated projected revenues and expenditures are based on information and assumptions for the proposed Project, data from the City's Fiscal Year 2024-25 Operating Budget, 2024-25 tax rates and tax allocations from the Orange County Auditor Controller, 2024-25 assessed values and tax rate area information from the Orange County Treasurer, as well as statistical data from the California Department of Finance and the U.S. Bureau of Statistics.

2.2 CONCLUSIONS

A. Summary

The increase in General Fund revenues following the buildout of the Project is estimated to be approximately $440,593 per year, and the increase in General Fund expenses is estimated to be approximately $362,535 per year. Accordingly, there is expected to be an annual surplus of approximately $78,058 to the General Fund following Project buildout. The table below summarizes the estimated annual General Fund revenues, expenses and surplus. As indicated, the revenue to expense ratio is 1.22, meaning the revenues exceed the expenses by approximately 22%.

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TABLE 2-1

GENERAL FUND – FISCAL IMPACTS

Annual General Fund Revenues	Amount at Buildout	Percent of Total
Property Tax	$204,145	46.4%
Prop Tax-In Lieu VLF	92,585	21.0%
Property Transfer Tax	8,786	2.0%
Sales Tax	64,982	14.7%
Sales Tax - Prop 172	1,221	0.3%
Franchise Fees	17,186	3.9%
Business Licenses	2,422	0.5%
Fines and Forfeitures	3,352	0.8%
Licenses and Permits	12,354	2.8%
Fees and Charges	33,559	7.6%
Total Revenues	**$440,593**	**100.0%**

Annual General Fund Expenditures	Amount at Buildout	Percent of Total
Parks and Community Services	23,267	6.4%
Police Department	159,417	44.0%
Fire and Rescue Department	97,249	26.8%
Development Services	21,691	6.0%
Public Works	60,912	16.8%
Total Expenditures	**$362,535**	**100.0%**

Annual Recurring Surplus/(Deficit) at Buildout	**$78,058**
Revenues to Expenditure Ratio	**1.22**

B. Recurring Revenues

Property Tax

The County Auditor-Controller identifies property tax rates as a percentage of total assessed valuation by Tax Rate Area ("TRA"). The Project is within TRA 15-139. Property tax revenues are calculated using the TRA apportionment factors to forecast property tax revenues expected from the Project. Based on information provided by the Auditor-Controller's office, the General Fund receives approximately 14.92% of the basic one percent ad valorem property tax levy. Based on the projected assessed value for the Project, less the existing assessed value of the Project site, additional property tax revenues to the General Fund are projected to be $204,145

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annually at build-out. See Tables 2 and 3 of the Appendix for details of the property tax calculations.

Prop Tax-In Lieu VLF

Historically, approximately three-fourths of Vehicle License Fee (VLF) revenue was allocated to cities and counties as general-purpose funding. Beginning in 1998-99, the State reduced the VLF payment required from vehicle owners. However, the State made up the revenue impact of the VLF rate reductions with State General Fund revenue (the "VLF Backfill"). The VLF Backfill was eliminated in the 2004-05 State Budget. In that year, the VLF Backfill to cities and counties was permanently replaced with an equivalent increase in property tax revenues (Property Tax In Lieu of VLF). This increase was funded by decreases in property tax revenues allocated to schools and community colleges.

Annual Property Taxes in Lieu of VLF are estimated to be $92,585 for the Project as shown in Table 2 of the Appendix. Revenues from Property Taxes In Lieu of VLF are estimated at .06765% of the increase in assessed valuation of $136,855,950. This percentage is based on the total Property Tax In Lieu of VLF in the Adopted Budget of $16,734,432 divided by the total City assessed valuation of $24,736,139,990.

Property Transfer Tax

Property transfer tax applies to all sales of real property at a rate of $1.10 per $1,000 of sale or resale value, excluding assumed liens or encumbrances. The City receives 50% of the Documentary Stamp Tax, and it is assumed the Project will have a 10% turnover rate each year estimated to generate $8,786 per year in revenues to the General Fund as shown in Table 2 of the Appendix.

Sales Tax

Sales tax revenues are generated by taxable purchases made within the City. As shown in Table 4 of the Appendix, it is anticipated that the Project will generate approximately $45,762 in annual taxable sales per unit totaling $6,498,204 in taxable sales at buildout. This includes only the taxable sales expected to be captured by the City. The City will receive 1.00% of taxable sales resulting in an estimated recurring annual sales tax revenue of $64,982 to the General Fund.

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Sales Tax – Prop 172

The Sales Tax – Prop 172 revenue is the Proposition 172 half-cent sales and use tax approved by voters in 1993 to cushion the impact of the "Educational Revenue Augmentation Fund" (ERAF) property tax shifts. The State collects the Proposition 172 tax and apportions it to each county based on their proportionate share of statewide taxable sales. Each county is then required to allocate this revenue to the cities for public safety services only. It is estimated the City receives 3.76% of the Sales Tax – Prop 172 revenues and the increase to the General Fund will be $1,221 for the Project as shown in Table 4 of the Appendix.

Franchise Fees

Franchise Fees are the fees paid by utility companies for franchise rights and use of City streets and rights of way. The Project is estimated to generate additional revenues of $17,186, based on the Per Capita Method, as shown in Table 5 of the Appendix.

Business License Tax

Business licenses are issued for either regulatory or cost recovery purposes, to applicants who conduct business activities within the City. The regulatory authority provides cities the means to protect overall community interests. The Project is estimated to generate additional revenues of $2,422, based on the Per Capita Method, as shown in Table 5 of the Appendix.

Fines and Forfeitures

Fines and Forfeitures primarily come from municipal code violations, motor vehicle code violations, and parking fines. Amounts paid by a defendant include fines and various penalties, assessments, and restitution. The Project is estimated to generate additional revenues of $3,352, based on the Per Capita Method, as shown in Table 5 of the Appendix.

Licenses and Permits

Licenses and Permits are issued for either regulatory or cost recovery purposes, to applicants who conduct business activities within the City. The regulatory authority provides cities the means to protect the overall community interests. An example of licenses issued is animal licenses. Major categories of permits are street permits, building permits, electrical permits, plumbing permits,

and mechanical permits. The Project is estimated to generate additional revenues of $12,354, based on the Per Capita Method, as shown in Table 5 of the Appendix.

Fees and Charges for Services

The City's fees and charges include: user fees charged to a person or entity participating in the various recreation classes offered by the City, plan check fees, other services provided by the Planning Division related to zoning and conditional use permits, fingerprinting, false alarms, police reports, fire inspection, ambulance transportation, and hazardous materials disclosure fees. The Project is estimated to generate additional revenues of $33,559, based on the Per Capita Method, as shown in Table 5 of the Appendix.

C. Recurring Expenses

Parks and Community Services

The Parks and Community Services Department provides the citizens of the City with a variety of high-quality recreation facilities, programs, and services. These facilities include the Balearic Community Center, the Downtown Aquatic and Recreation Centers, the Norma Hertzog Community Center, the Costa Mesa Senior Center, and the Jack Hammett Sports Complex. In terms of programs, the Department provides a large offering of youth, teen, and adult recreation programs and classes, as well as Citywide special events. The Project is estimated to generate additional costs of $23,267 based on the Per Capita Method as shown in Table 6 of the Appendix.

Police Department

The Police Department is tasked with protecting life and property while preserving the peace. The department is comprised of three divisions: Police Administration, Police Field Operations, and Police Support Services. The Project is estimated to generate additional costs of $159,417, based on the Per Capita Method, as shown in Table 6 of the Appendix.

Fire and Rescue Department

The Fire and Rescue Department is a public safety function that protects life, property and the environment through its mitigation, prevention, preparedness, response, and recovery services. The 3 divisions of the Fire and Rescue Department are Fire Administration, Fire/Rescue Operations/Emergency Medical Services, and Community Risk Reduction. The Project is

expected to generate additional costs of $97,249, based on the Per Capita Method, as shown in Table 6 of the Appendix.

Development Services

The Development Services Department implements community development programs and functions. The Department is comprised of five divisions and are as follows: Administration, Planning, Building Safety, Community Improvement, and Housing and Community Development. The Project is expected to generate additional costs of $21,691, based on the Per Capita Method and a marginal cost impact adjustment, as shown in Table 6 of the Appendix.

Public Works

The Public Works Department provides services related to engineering design, construction management, transportation, street, energy and sustainability, park and city facilities maintenance, water quality, waste management and recycling street sweeping, and fleet management. The Project is expected to generate additional costs of $60,912, based on the Per Capita Method, as shown in Table 6 of the Appendix.

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APPENDIX

FISCAL IMPACT CALCULATIONS

PROPOSED RESIDENTIAL PROJECT

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TABLE 1
ESTIMATE OF PROJECT POPULATION
3150 BEAR STREET - FISCAL IMPACT ANALYSIS
PROPOSED RESIDENTIAL PROJECT

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City-Wide Household Population (a)	106,907
Number of Housing Units (a)	42,432
City-Wide Average Persons Per Unit	**2.52**
Residential Units at Buildout	**142**
Total Project Population at Buildout	**358**

Footnotes:

(a) Source: E-5 City/County Population and Housing Estimates, 1/1/2024 from the California Department of Finance.

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TABLE 2
ESTIMATE OF REVENUES FROM PROPERTY TAXES
3150 BEAR STREET - FISCAL IMPACT ANALYSIS
PROPOSED RESIDENTIAL PROJECT

				Property Tax Levy	1.00%	In-Lieu Property Tax Per $1,000 of		Transfer Tax Rate (d)	0.055%	
				City Portion (b)	14.92%	AV Growth (c)	$0.6765	Turnover Rate (e)	10.00%	
Floor Plan	**Unit Mix (a)**	**Assessed Value (a)**	**Total Assessed Value**	**Property Tax Revenue/ Unit**	**Property Tax Revenue at Buildout**	**Property Tax In-Lieu Revenues/ Unit**	**In-Lieu Property Revenues at Buildout**	**Property Transfer Tax Revenue/Unit**	**Property Transfer Tax Revenue at Buildout**	
Plan 1	13	$1,420,000	$18,460,000	$2,118	$27,536	$961	$12,489	$78	$1,015	
Plan 2	7	$1,555,000	$10,885,000	$2,320	$16,237	$1,052	$7,364	$86	$599	
Plan 3	42	$990,000	$41,580,000	$1,477	$62,024	$670	$28,130	$54	$2,287	
Plan 4	12	$1,080,000	$12,960,000	$1,611	$19,332	$731	$8,768	$59	$713	
Plan 5	45	$1,190,000	$53,550,000	$1,775	$79,879	$805	$36,228	$65	$2,945	
Plan 6	16	$1,305,000	$20,880,000	$1,947	$31,146	$883	$14,126	$72	$1,148	
Plan 3A	4	$193,000	$772,000	$288	$1,152	$131	$522	$11	$42	
Plan 4A	3	$219,250	$657,750	$327	$981	$148	$445	$12	$36	
Total at Buildout	**142**		**$159,744,750**		**$238,287**		**$108,070**		**$8,786**	
Less Existing Assessed Value (f)			-$22,888,800		-$34,143		-$15,485		$0	
Total Increase to General Fund			**$136,855,950**		**$204,145**		**$92,585**		**$8,786**	

Footnotes:

(a) Unit mix and assessed value based on estimated home pricing received from Developer. Plans 1A and 2A represent affordable housing units.

(b) The Subject Property's Tax Rate Area is 15-139 and the City of Costa Mesa receives 0.14917% of the 1% Ad Valorem from the County.

(c) AV Growth is calculated by taking the Property Taxes-In Lieu amount of $16,734,432, from the Adopted FY 2024-25 Budget, divided by the City AV Estimate of $24,736,139,990, from the 2023-2024 District Values for Publication of Assessed Valuations Booklet Equalized Roll Values from the Orange County Auditor Controller, multiplied by $1,000 to equal $0.6765 of every $1,000 of AV Growth.

(d) Transfer tax is 0.11% of the sale price of residential property and the City receives 50% of the taxed amount.

(e) Assumes a 10% turnover rate each year.

(f) Project site has assessed value of $22,888,800 per the 2024-25 property tax bills.

TABLE 3
TRA: 15-072
BREAKDOWN OF 1% AD VALOREM TAX

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District	District Name	Agency Pct of Revenue	Property Taxes at Buildout
001C	ORANGE CO GEN. FUND	0.0678159786	$92,810
002A	ORANGE COUNTY PUBLIC LIBRARY	0.0183476652	$25,110
710A	O C FLOOD CONTROL DISTRICT	0.0217608000	$29,781
713A	O C PARKS CSA 26	0.0168204303	$23,020
001C	EDUCATIONAL REVENUE AUGMENTATION FUND	0.1124933430	$153,954
002A	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0211005817	$28,877
065B	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0372952273	$51,041
703A	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0008054134	$1,102
708A	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0020587714	$2,818
710A	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0089396001	$12,234
713A	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0032177102	$4,404
744A	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0010062745	$1,377
757B	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0011051571	$1,512
922A	EDUCATIONAL REVENUE AUGMENTATION FUND	0.0052848214	$7,233
703A	ORANGE CO CEMETRY FUND-GENERAL	0.0005470431	$749
065B	COSTA MESA CITY	0.1498604348	$205,093
757B	COSTA MESA SANITARY DIST-GEN.FUND	0.0016577357	$2,269
744A	ORANGE CO VECTOR CONTROL DIST	0.0012287604	$1,682
960A	ORANGE COUNTY WATER DISTRICT	0.0077993053	$10,674
961A	ORANGE WATER DIST-WATER RESERVE	0.0001171022	$160
708A	ORANGE TRANSIT AUTHORITY	0.0030881571	$4,226
916H	OC SANITATION #7 GEN FUND	0.0158287550	$21,663
320B	NEWPORT-MESA UNIF GEN FUND	0.3804494669	$520,668
300B	COAST COMM COLLEGE GEN FUND	0.1060513015	$145,138
600A	O C DEPT OF EDUCATION-GEN FUND	0.0153201640	$20,967
Total		**1.0000000000**	**$1,368,560**

Sources:

Orange Count Auditor office
Section 99 Factor Report by TRA 2024-2025

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TABLE 4
ESTIMATE OF SALES TAXES
3150 BEAR STREET - FISCAL IMPACT ANALYSIS
PROPOSED RESIDENTIAL PROJECT

Estimate of Household Income		
Weighted Average Sales Price		$1,124,963
Down Payment	10%	$112,496
Loan Amount		$1,012,467
Interest Rate (a)		6.75%
Term (Years)		30
Annual Mortgage Payments		$78,802
HOA Dues (Per Month)	$214	$2,573
Maintenance / Insurance (Per Month)	$100	$1,200
Property Taxes	1.25%	$14,062
Total Annual Housing Costs		$96,637
Percent of Income Spent on Housing		37%
Average Annual Household Income		$263,000
Estimated Sales Taxes Per Unit		
Percent of Income on Taxable Spending (b)		34.80%
City Spending Capture		50.00%
Taxable Sales within the City		$45,762
City Portion of Base Sales Tax (c)	1.00%	$458
City Portion of Prop 172 Sales Tax (d)		$9
Estimated Sales Taxes at Buildout		
Total Units		142
Taxable Sales within the City		$6,498,204
City Portion of Sales Tax		$64,982
Sales Tax - Prop 172 (Safety)		$1,221

Footnote:

(a) Estimate 30 year mortgage rate based on Bankrate.com.

(b) Per the U.S. Bureau of Labor Statistics, Western Information Office, Consumer Expenditures for the Los Angeles Area - 2021-22. Assumes 50% of the 13.2% spent on food is taxable.

(c) Per Page 36 of the City Operating Budget.

(d) The City receives 3.76% of the Half-Cent Sales Tax (Safety) based on the 2024-25 Adopted Budget.

TABLE 5
ESTIMATE OF ANNUAL RECURRING REVENUES
3150 BEAR STREET - FISCAL IMPACT ANALYSIS
PROPOSED RESIDENTIAL PROJECT

Demographic Profile:	Household Population	Employment Population (a)	Total Population/ Jobs	Total Resident Equivalents (b)
City of Costa Mesa	106,907	64,291	171,198	139,053
3150 Bear Street	358	0	358	358

	City FY 2024-25 Adopted Budget (c)	Per Capita Service Population	Per Capita Revenue	New Residents/ Resident Equivalents	"Marginal Revenue" Impact Adjustment (e)	Annual Revenue at Buildout
Taxes						
Property Tax	$39,815,092	----------Case Study----------				$204,145
Prop Tax-In Lieu VLF	$16,734,432	----------Case Study----------				$92,585
Property Transfer Tax	$1,139,605	----------Case Study----------				$8,786
Sales Tax	$80,063,389	----------Case Study----------				$64,982
Sales Tax - Prop 172	$1,504,501	----------Case Study----------				$1,221
Other Taxes (d)	$16,340,474	Res Equiv	$117.51	358	100%	$0
Franchise Fees	$6,675,334	Res Equiv	$48.01	358	0%	$17,186
Business Licenses	$940,807	Res Equiv	$6.77	358	0%	$2,422
Fines and Forfeitures	$1,302,091	Res Equiv	$9.36	358	0%	$3,352
Licenses and Permits	$4,798,456	Res Equiv	$34.51	358	0%	$12,354
Fees and Charges	$13,034,685	Res Equiv	$93.74	358	0%	$33,559
Use of Money and Property (d)	$5,360,700	Res Equiv	$38.55	358	100%	$0
Other Government Agencies (d)	$896,086	Res Equiv	$6.44	358	100%	$0
Other Revenues (d)	$1,288,507	Res Equiv	$9.27	358	100%	$0
Total Revenues	**$189,894,159**					**$440,593**

Footnotes:

(a) Total Employment of 64,291 is from the City Profile on page 7 of the Adopted 2024-25 City Budget.

(b) Assumes that two employees have the same impact as one resident.

(c) Amounts from the Adopted 2024-25 City Budget.

(d) Revenues assumed to not be affected by the increase of the Project population.

(e) Indicates the adjustment to certain per capita revenue categories not expected to increase based on the citywide average.

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TABLE 6
ESTIMATE OF ANNUAL RECURRING EXPENDITURES
3150 BEAR STREET - FISCAL IMPACT ANALYSIS
PROPOSED RESIDENTIAL PROJECT

Demographic Profile:	Household Population	Employment Population (a)	Total Population/ Jobs	Total Resident Equivalents (b)
City of Costa Mesa	106,907	64,291	171,198	139,053
3150 Bear Street	358	0	358	358

	City FY 2024-25 Adopted Budget	Service Population	Per Capita Expense	New Residents/ Resident Equivalents	"Marginal Cost" Impact Adjustment (c)	Estimated Recurring Expenditures at Buildout
City Council	$874,089	Res Equiv	$6.29	358	100%	$0
City Manager's Office	$9,594,377	Res Equiv	$69.00	358	100%	$0
City Attorney	$1,086,750	Res Equiv	$7.82	358	100%	$0
Finance	$6,073,764	Res Equiv	$43.68	358	100%	$0
Parks and Community Services	$9,037,068	Res Equiv	$64.99	358	0%	$23,267
Information Technology	$6,402,558	Res Equiv	$46.04	358	100%	$0
Police Department	$61,919,751	Res Equiv	$445.30	358	0%	$159,417
Fire and Rescue Department	$37,772,922	Res Equiv	$271.65	358	0%	$97,249
Development Services	$9,911,803	Res Equiv	$71.28	358	15%	$21,691
Public Works	$23,659,001	Res Equiv	$170.14	358	0%	$60,912
Non-Departmental (d)	$23,562,076	Res Equiv	$169.45	358	100%	$0
Total Expenditures	**$189,894,159**					**$362,535**

Footnotes:

(a) Total Employment of 64,291 is from the City Profile on page 7 of the Adopted 2024-25 City Budget.

(b) Assumes that two employees have the same impact as one resident.

(c) Reflects adjustment to expenditures that do not have a 1:1 relationship between projected population growth and costs for municipal services because of certain fixed costs.

(d) Includes costs assumed not to be affected by Project population such as debt service requirements, interfund transfers, City Manager contigency, Retiree Medical Plan benefits for employees hired before January 1, 2024, and subsidy to the Housing Authority.

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TABLE 7
ESTIMATE OF GENERAL FUND FISCAL IMPACT
3150 BEAR STREET - FISCAL IMPACT ANALYSIS
PROPOSED RESIDENTIAL PROJECT

Annual General Fund Revenues	Amount at Buildout	Percent of Total
Property Tax	$204,145	46.3%
Prop Tax-In Lieu VLF	92,585	21.0%
Property Transfer Tax	8,786	2.0%
Sales Tax	64,982	14.7%
Sales Tax - Prop 172	1,221	0.3%
Other Taxes	0	0.0%
Franchise Fees	17,186	3.9%
Business Licenses	2,422	0.5%
Fines and Forfeitures	3,352	0.8%
Licenses and Permits	12,354	2.8%
Fees and Charges	33,559	7.6%
Use of Money and Property	0	0.0%
Other Government Agencies	0	0.0%
Other Revenues	0	0.0%
Total Revenues	**$440,593**	**100.0%**

Annual General Fund Expenditures	Amount at Buildout	Percent of Total
City Council	$0	0.0%
City Manager's Office	0	0.0%
City Attorney	0	0.0%
Finance	0	0.0%
Parks and Community Services	23,267	6.4%
Information Technology	0	0.0%
Police Department	159,417	44.0%
Fire and Rescue Department	97,249	26.8%
Development Services	21,691	6.0%
Public Works	60,912	16.8%
Non-Departmental (d)	0	0.0%
Total Expenditures	**$362,535**	**100.0%**

Annual Recurring Surplus/(Deficit) at Buildout	**$78,058**
Revenues to Expenditure Ratio	**1.22**

TECHNICAL MEMORANDUM

DATE: April 14, 2025
TO: Johanna Crooker, MLC Holdings, Inc.
FROM: Charlene So, Urban Crossroads, Inc.
JOB NO: 15843-05 FTA Memo

SUBJECT: TENTATIVE TRACT MAP NO. 19334 FOCUSED TRAFFIC ASSESSMENT

Urban Crossroads, Inc. has prepared the following Focused Traffic Assessment for Tentative Tract Map No. 19334 (Project), which is located at 3150 Bear Street in the City of Costa Mesa. This letter describes the proposed Project trip generation and determines whether any additional traffic operations analysis is required based on the City's Transportation Impact Analysis (TIA) Guidelines (October 2020, City Guidelines). In addition, this assessment evaluates the segment of Bear Street along the Project's frontage.

EXISTING USE & PROPOSED PROJECT

The site is 6.12-acre and is currently developed with the former 65,652 square foot Trinity Broadcasting Network (TBN) building along with a 1,000 square foot maintenance building which is now occupied by The Palazzo by Koshbin which is a European-style event venue. The Project proposes to develop a new residential infill community consisting of a total of 142 for-sale townhomes within eight separate buildings (of which seven units or five percent of the total units will be designated very-low affordable units). The townhomes would range in size from approximately 1,060 to 2,218 square feet with 2-story detached homes and 4-story attached homes. A preliminary site plan for the proposed Project is shown on Exhibit 1. As indicated on Exhibit 1, access to the site is accommodated via a single driveway on Bear Street (where the existing site access is located) and an emergency vehicle access (EVA) to the northeast of the site via Olympic Avenue.

EXHIBIT 1: PRELIMINARY SITE PLAN

TRIP GENERATION

Trip generation represents the amount of traffic which is both attracted to and produced by a development. Determining traffic generation for a specific project is therefore based upon forecasting the amount of traffic that is expected to be both attracted to and produced by the specific land uses being proposed for a given development.

EXISTING USE: FORMER TBN BUILDING

In an effort to understand the traffic associated with the prior use, trip-generation statistics published in the latest Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021) has been used for the Corporate Headquarters land use category (ITE Land Use Code 714. The site is currently occupied by the former 65,652 square foot TBN building along with a 1,000 square foot maintenance building. Table 1 presents the trip generation rates and summarizes the trip generation for the former use. The former office use was anticipated to generate a total of 530 two-way trips per day with 97 AM peak hour trips and 87 PM peak hour trips as shown in Table 1.

TABLE 1: EXISTING TRIP GENERATION

Land Use[1]	Units[2]	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Corporate Headquarters	TSF	714	1.35	0.10	1.45	0.12	1.18	1.30	7.95

[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, 11th Edition (2021).

[2] TSF = thousand square feet

Land Use	Quantity	Units[1]	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Former Use: TBN Building	66.652	TSF	90	7	97	8	79	87	530

[1] TSF = thousand square feet

PROPOSED PROJECT

The Project proposes to develop a new residential infill community consisting of a total of 142 for-sale townhomes within eight separate buildings (of which seven units or five percent of the total units will be designated very-low affordable units). In order to develop the traffic characteristics for the Project, trip-generation statistics published in the latest ITE Trip Generation Manual (11th Edition, 2021) has been used based on the Single Family Detached (ITE Land Use Code 210), Multifamily (Low-Rise) Residential (ITE Land Use Code 220), and Affordable Housing (ITE Land Use Code 223) land use categories. Table 2 presents the trip generation rates and summarizes the proposed Project trip generation. The proposed Project is anticipated to generate a total of 1,000 two-way trips per day with 63 AM peak hour trips and 81 PM peak hour trips as shown in Table 2.

TABLE 2: PROJECT TRIP GENERATION

Land Use[1]	Units[2]	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Single Family Detached	DU	210	0.18	0.52	0.70	0.59	0.35	0.94	9.43
Multifamily (Low-Rise) Residential	DU	220	0.10	0.30	0.40	0.32	0.19	0.51	6.74
Affordable Housing	DU	223	0.10	0.26	0.36	0.27	0.19	0.46	4.81

[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, Eleventh Edition (2021).

[2] DU = Dwelling Units

Land Use	Quantity	Units[1]	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Detached Two-Story Townhomes	20	DU	4	10	14	12	7	19	190
Attached Townhomes	115	DU	11	35	46	37	22	59	776
Affordable Housing	7	DU	1	2	3	2	1	3	34
Total Trips	**142**	**DU**	**16**	**47**	**63**	**51**	**30**	**81**	**1,000**

[1] DU = Dwelling Units

TRIP GENERATION COMPARISON

Table 3 shows the trip generation comparison between the proposed Project uses and the prior office land use. The resulting net change in vehicle trips is identified in Table 3. As shown, the proposed Project is anticipated to generate a net increase of 470 two-way trips per day but a net reduction of 34 AM peak hour trips and 6 fewer PM peak hour trips as compared to the prior office use.

TABLE 3: TRIP GENERATION COMPARISON

	AM Peak Hour			PM Peak Hour			Daily
	In	Out	Total	In	Out	Total	
Former Use: TBN Building	90	7	97	8	79	87	530
Proposed Use: Townhomes	16	47	63	51	30	81	1,000
Net Change in Trips	**-74**	**40**	**-34**	**43**	**-49**	**-6**	**470**

Note: Negative value represents a reduction in comparison to the former use.

TRIP DISTRIBUTION

The Project trip distribution represents the directional orientation of traffic to and from the Project site. Trip distribution is the process of identifying the probable destinations, directions or traffic routes that will be utilized by Project traffic. The potential interaction between the planned land uses and surrounding regional access routes are considered, to identify the route where the Project traffic would distribute. Based on the existing travel patterns along Bear Street, it is anticipated 53% of the Project's traffic will head northbound on Bear Street while the remaining 47% would head southbound on Bear Street.

TRAFFIC FORECASTS

In an effort to generate forecasts to be utilized in other technical studies to support the Project, an existing 24-hour roadway count was collected along Bear Street just north of Shiffer Park along the Project's future western frontage (see Appendix 1). The existing traffic count was collected when local schools were in session and operating on normal bell schedules. Project traffic was then added to the applicable segments on either side of the Project driveway along Bear Street based on the Project's trip distribution patterns and the trip generation presented in Table 2. Table 4 summarizes the Existing and Existing plus Project average daily traffic forecasts. Bear Street is designated as a Major Arterial (100-foot right-of-way, six-lanes with raised median) on the City's General Plan Circulation Element. Based on the City's Master Plan of Streets and Highways, a Major Arterial has a daily volume capacity of 56,000-68,000 vehicles per day which is well below the existing and anticipated E+P traffic forecasts shown in Table 4.

TABLE 4: ROADWAY SEGMENT FORECAST

Roadway Segment	Existing ADT	Project ADT	E+P ADT
Bear Street, north of Project Driveway	25,475	530	26,005
Bear Street, south of Project Driveway	25,475	470	25,945

ADT = Average Daily Traffic (Two-Way Traffic)

If you have any questions, please contact me directly at cso@urbanxroads.com.

APPENDIX 1:

EXISTING (2025) TRAFFIC COUNTS

A31224

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: Wednesday, January 15, 2025 **CITY:** Costa Mesa

JOB #: SC5131 **LOCATION:** CLASS1 Bear St north of Shiffer Park

AM	NORTHBOUND							PM	NORTHBOUND						
TIME	1	2	3	4	5	6	TOTAL	Time	1	2	3	4	5	6	TOTAL
0:00	26	0	0	0	0	0	26	12:00	259	8	0	0	0	0	267
0:15	15	0	0	0	0	0	15	12:15	244	8	0	0	0	0	252
0:30	13	0	0	0	0	0	13	12:30	221	12	0	0	0	0	233
0:45	9	0	0	0	0	0	9	12:45	229	3	0	1	0	0	233
1:00	14	0	0	0	0	0	14	13:00	220	11	1	0	0	1	233
1:15	12	0	0	0	0	0	12	13:15	233	9	0	1	0	1	244
1:30	11	0	0	0	0	0	11	13:30	189	3	0	0	0	0	192
1:45	9	0	0	0	0	0	9	13:45	210	5	1	0	0	0	216
2:00	8	1	0	0	0	0	9	14:00	231	4	0	0	0	0	235
2:15	3	0	0	0	0	0	3	14:15	222	5	0	0	0	0	227
2:30	8	0	0	0	0	0	8	14:30	262	11	0	1	0	0	274
2:45	6	0	0	0	0	0	6	14:45	289	10	2	1	0	0	302
3:00	4	0	0	0	0	0	4	15:00	293	13	0	0	0	0	306
3:15	4	0	0	0	0	0	4	15:15	286	9	0	1	0	0	296
3:30	6	0	0	0	0	0	6	15:30	280	12	0	0	0	0	292
3:45	7	0	0	1	0	0	8	15:45	290	8	0	0	0	1	299
4:00	11	0	0	0	0	0	11	16:00	333	16	0	0	0	1	350
4:15	7	0	0	0	0	0	7	16:15	321	8	1	0	0	0	330
4:30	13	0	1	0	0	0	14	16:30	350	11	0	0	0	0	361
4:45	14	2	0	0	0	0	16	16:45	356	9	0	0	0	0	365
5:00	10	0	0	0	0	0	10	17:00	365	7	0	1	0	0	373
5:15	16	2	0	0	0	0	18	17:15	362	3	0	1	0	0	366
5:30	13	0	0	0	0	0	13	17:30	332	9	0	0	0	0	341
5:45	32	0	0	0	0	0	32	17:45	336	5	0	1	0	0	342
6:00	25	0	0	0	0	0	25	18:00	296	5	0	0	0	1	302
6:15	23	3	0	0	0	1	27	18:15	310	7	0	0	0	0	317
6:30	26	3	0	0	0	0	29	18:30	200	3	0	0	0	0	203
6:45	44	0	0	0	0	0	44	18:45	207	2	0	0	0	0	209
7:00	55	3	0	0	0	0	58	19:00	165	0	0	0	0	0	165
7:15	73	0	0	0	0	0	73	19:15	155	1	0	0	0	0	156
7:30	76	2	0	0	0	0	78	19:30	136	2	0	0	0	0	138
7:45	142	4	0	0	0	0	146	19:45	124	0	0	0	0	0	124
8:00	143	2	0	0	0	0	145	20:00	124	2	0	0	0	0	126
8:15	177	2	0	0	0	2	181	20:15	90	1	0	0	0	0	91
8:30	135	4	0	0	0	0	139	20:30	96	2	0	0	0	0	98
8:45	121	7	0	0	0	0	128	20:45	72	0	0	0	0	0	72
9:00	133	7	1	0	0	0	141	21:00	107	2	0	1	0	1	111
9:15	133	2	2	0	0	0	137	21:15	98	1	0	0	0	0	99
9:30	173	9	0	0	0	0	182	21:30	75	3	0	0	0	0	78
9:45	188	6	0	1	0	0	195	21:45	69	1	0	0	0	0	70
10:00	143	9	0	1	0	0	153	22:00	75	0	0	0	0	0	75
10:15	179	7	0	0	0	0	186	22:15	85	0	0	1	0	0	86
10:30	191	4	0	2	0	1	198	22:30	63	0	0	0	0	0	63
10:45	188	9	1	1	0	0	199	22:45	51	0	0	0	0	0	51
11:00	203	8	0	0	0	0	211	23:00	33	2	0	0	0	0	35
11:15	200	7	1	0	0	0	208	23:15	39	2	0	0	0	0	41
11:30	240	4	0	0	0	0	244	23:30	33	0	0	0	0	0	33
11:45	270	3	0	0	0	0	273	23:45	30	0	0	0	0	0	30
TOTAL	3,552	110	6	6	0	4	3,678	TOTAL	9,446	235	5	10	0	6	9,702

AM PEAK HOUR	11:00 AM
AM PEAK VOLUME	936

AM PEAK HOUR	4:30 PM
AM PEAK VOLUME	1,465

CLASS 1	PASSENGER VEHICLES	TOTAL: AM+PM	12,998	345	11	16	0	10	13,380
CLASS 2	2-AXLE TRUCKS	% OF TOTAL	97.1%	2.6%	0.1%	0.1%	0.0%	0.1%	100.0%
CLASS 3	3-AXLE TRUCKS								
CLASS 4	4 OR MORE AXLE TRUCKS								
CLASS 5	RV	TOTAL: ALL	24,800	601	26	33	0	15	25,475
CLASS 6	Buses	% OF TOTAL	97.4%	2.4%	0.1%	0.1%	0.0%	0.1%	100.0%

A31224

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: Wednesday, January 15, 2025
JOB #: SC5131
CITY: Costa Mesa
LOCATION: CLASS1 Bear St north of Shiffer Park

AM TIME	SOUTHBOUND 1	2	3	4	5	6	TOTAL	PM Time	SOUTHBOUND 1	2	3	4	5	6	TOTAL
0:00	13	1	0	0	0	0	14	12:00	174	6	0	0	0	0	180
0:15	9	0	0	0	0	0	9	12:15	212	2	1	0	0	1	216
0:30	9	1	0	0	0	0	10	12:30	205	5	1	0	0	0	211
0:45	7	0	0	0	0	0	7	12:45	229	5	0	0	0	0	234
1:00	4	0	0	0	0	0	4	13:00	202	3	0	0	0	0	205
1:15	3	0	0	0	0	0	3	13:15	192	6	0	0	0	0	198
1:30	3	0	0	0	0	0	3	13:30	187	4	1	1	0	0	193
1:45	5	2	0	0	0	0	7	13:45	227	8	0	0	0	0	235
2:00	4	0	0	0	0	0	4	14:00	183	2	0	0	0	0	185
2:15	3	0	0	0	0	0	3	14:15	239	3	0	0	0	1	243
2:30	6	0	0	0	0	0	6	14:30	213	5	0	0	0	0	218
2:45	2	0	0	0	0	0	2	14:45	230	3	0	0	0	0	233
3:00	4	1	0	0	0	0	5	15:00	231	5	0	0	0	0	236
3:15	4	0	0	0	0	0	4	15:15	228	5	0	0	0	0	233
3:30	9	0	0	0	0	0	9	15:30	213	6	0	0	0	0	219
3:45	12	0	0	0	0	0	12	15:45	236	6	1	2	0	1	246
4:00	11	0	0	0	0	0	11	16:00	205	1	0	0	0	0	206
4:15	9	0	0	0	0	0	9	16:15	219	2	0	0	0	0	221
4:30	24	1	0	0	0	0	25	16:30	224	1	0	1	0	0	226
4:45	27	0	1	0	0	0	28	16:45	197	2	0	0	0	0	199
5:00	16	0	0	0	0	0	16	17:00	270	6	0	0	0	0	276
5:15	31	0	0	1	0	1	33	17:15	249	1	0	0	0	0	250
5:30	26	1	0	0	0	0	27	17:30	226	1	0	0	0	0	227
5:45	65	2	0	0	0	0	67	17:45	225	1	0	0	0	0	226
6:00	63	2	0	0	0	0	65	18:00	203	2	0	0	0	0	205
6:15	94	6	0	0	0	0	100	18:15	185	4	0	0	0	0	189
6:30	95	3	0	0	0	0	98	18:30	192	1	0	0	0	0	193
6:45	124	2	0	3	0	0	129	18:45	200	3	0	1	0	0	204
7:00	113	5	1	0	0	1	120	19:00	190	2	0	0	0	0	192
7:15	159	8	0	1	0	0	168	19:15	171	1	0	0	0	0	172
7:30	274	4	0	1	0	0	279	19:30	177	3	0	0	0	0	180
7:45	263	4	1	0	0	0	268	19:45	165	0	0	0	0	0	165
8:00	257	13	0	0	0	0	270	20:00	195	2	0	1	0	0	198
8:15	205	10	0	0	0	0	215	20:15	154	0	0	0	0	0	154
8:30	229	9	0	0	0	0	238	20:30	124	1	0	0	0	0	125
8:45	204	6	0	0	0	0	210	20:45	111	0	1	0	0	0	112
9:00	136	4	0	0	0	0	140	21:00	113	2	1	0	0	0	116
9:15	110	6	2	0	0	0	118	21:15	72	1	0	0	0	0	73
9:30	117	7	2	0	0	0	126	21:30	74	0	0	0	0	0	74
9:45	123	6	0	1	0	0	130	21:45	55	0	0	0	0	0	55
10:00	101	1	1	1	0	0	104	22:00	56	0	0	0	0	0	56
10:15	97	9	0	0	0	0	106	22:15	36	0	0	0	0	0	36
10:30	136	4	0	0	0	0	140	22:30	24	0	0	0	0	0	24
10:45	133	8	0	0	0	0	141	22:45	28	0	0	0	0	0	28
11:00	146	3	0	2	0	0	151	23:00	18	0	0	0	0	0	18
11:15	162	1	0	1	0	0	164	23:15	15	0	0	0	0	0	15
11:30	173	7	0	0	0	0	180	23:30	11	1	0	0	0	0	12
11:45	190	6	1	0	0	0	197	23:45	7	1	0	0	0	0	8
TOTAL	4,010	143	9	11	0	2	4,175	TOTAL	7,792	113	6	6	0	3	7,920

AM PEAK HOUR	7:30 AM
AM PEAK VOLUME	1,032

AM PEAK HOUR	5:00 PM
AM PEAK VOLUME	979

CLASS 1	PASSENGER VEHICLES
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4 OR MORE AXLE TRUCKS
CLASS 5	RV
CLASS 6	BUS

TOTAL: AM+PM	11,802	256	15	17	0	5	12,095
% OF TOTAL	97.6%	2.1%	0.1%	0.1%	0.0%	0.0%	100.0%

A31224

24-HOUR ROADWAY SEGMENT COUNTS (WITH CLASSIFICATION)

Prepared by AimTD LLC tel. 714 253 7888 cs@aimtd.com

DATE: Wednesday, January 15, 2025 **CITY:** Costa Mesa

JOB #: SC5131 **LOCATION:** CLASS1 Bear St north of Shiffer Park

AM TIME	COMBINED 1	2	3	4	5	6	TOTAL
0:00	39	1	0	0	0	0	40
0:15	24	0	0	0	0	0	24
0:30	22	1	0	0	0	0	23
0:45	16	0	0	0	0	0	16
1:00	18	0	0	0	0	0	18
1:15	15	0	0	0	0	0	15
1:30	14	0	0	0	0	0	14
1:45	14	2	0	0	0	0	16
2:00	12	1	0	0	0	0	13
2:15	6	0	0	0	0	0	6
2:30	14	0	0	0	0	0	14
2:45	8	0	0	0	0	0	8
3:00	8	1	0	0	0	0	9
3:15	8	0	0	0	0	0	8
3:30	15	0	0	0	0	0	15
3:45	19	0	0	1	0	0	20
4:00	22	0	0	0	0	0	22
4:15	16	0	0	0	0	0	16
4:30	37	1	1	0	0	0	39
4:45	41	2	1	0	0	0	44
5:00	26	0	0	0	0	0	26
5:15	47	2	0	1	0	1	51
5:30	39	1	0	0	0	0	40
5:45	97	2	0	0	0	0	99
6:00	88	2	0	0	0	0	90
6:15	117	9	0	0	0	1	127
6:30	121	6	0	0	0	0	127
6:45	168	2	0	3	0	0	173
7:00	168	8	1	0	0	1	178
7:15	232	8	0	1	0	0	241
7:30	350	6	0	1	0	0	357
7:45	405	8	1	0	0	0	414
8:00	400	15	0	0	0	0	415
8:15	382	12	0	0	0	2	396
8:30	364	13	0	0	0	0	377
8:45	325	13	0	0	0	0	338
9:00	269	11	1	0	0	0	281
9:15	243	8	4	0	0	0	255
9:30	290	16	2	0	0	0	308
9:45	311	12	0	2	0	0	325
10:00	244	10	1	2	0	0	257
10:15	276	16	0	0	0	0	292
10:30	327	8	0	2	0	1	338
10:45	321	17	1	1	0	0	340
11:00	349	11	0	2	0	0	362
11:15	362	8	1	1	0	0	372
11:30	413	11	0	0	0	0	424
11:45	460	9	1	0	0	0	470
TOTAL	7,562	253	15	17	0	6	7,853

AM PEAK HOUR	11:00 AM
AM PEAK VOLUME	1,628

PM Time	COMBINED 1	2	3	4	5	6	TOTAL
12:00	433	14	0	0	0	0	447
12:15	456	10	1	0	0	1	468
12:30	426	17	1	0	0	0	444
12:45	458	8	0	1	0	0	467
13:00	422	14	1	0	0	1	438
13:15	425	15	0	1	0	1	442
13:30	376	7	1	1	0	0	385
13:45	437	13	1	0	0	0	451
14:00	414	6	0	0	0	0	420
14:15	461	8	0	0	0	1	470
14:30	475	16	0	1	0	0	492
14:45	519	13	2	1	0	0	535
15:00	524	18	0	0	0	0	542
15:15	514	14	0	1	0	0	529
15:30	493	18	0	0	0	0	511
15:45	526	14	1	2	0	2	545
16:00	538	17	0	0	0	1	556
16:15	540	10	1	0	0	0	551
16:30	574	12	0	1	0	0	587
16:45	553	11	0	0	0	0	564
17:00	635	13	0	1	0	0	649
17:15	611	4	0	1	0	0	616
17:30	558	10	0	0	0	0	568
17:45	561	6	0	1	0	0	568
18:00	499	7	0	0	0	1	507
18:15	495	11	0	0	0	0	506
18:30	392	4	0	0	0	0	396
18:45	407	5	0	1	0	0	413
19:00	355	2	0	0	0	0	357
19:15	326	2	0	0	0	0	328
19:30	313	5	0	0	0	0	318
19:45	289	0	0	0	0	0	289
20:00	319	4	0	1	0	0	324
20:15	244	1	0	0	0	0	245
20:30	220	3	0	0	0	0	223
20:45	183	0	1	0	0	0	184
21:00	220	4	1	1	0	1	227
21:15	170	2	0	0	0	0	172
21:30	149	3	0	0	0	0	152
21:45	124	1	0	0	0	0	125
22:00	131	0	0	0	0	0	131
22:15	121	0	0	1	0	0	122
22:30	87	0	0	0	0	0	87
22:45	79	0	0	0	0	0	79
23:00	51	2	0	0	0	0	53
23:15	54	2	0	0	0	0	56
23:30	44	1	0	0	0	0	45
23:45	37	1	0	0	0	0	38
TOTAL	17,238	348	11	16	0	9	17,622

AM PEAK HOUR	4:30 PM
AM PEAK VOLUME	2,416

TOTAL: AM+PM	24,800	601	26	33	0	15	25,475
% OF TOTAL	97.4%	2.4%	0.1%	0.1%	0.0%	0.1%	100.0%

CLASS 1	PASSENGER VEHICLES
CLASS 2	2-AXLE TRUCKS
CLASS 3	3-AXLE TRUCKS
CLASS 4	4 OR MORE AXLE TRUCKS
CLASS 5	RV
CLASS 6	Buses

ARBORIST REPORT

Bear Street Project

Prepared for:

Meritage Homes

Prepared by:

Dillon Reynolds - ISA Certified WE-9690A- The Landscape Center

DILLON REYNOLDS

CERTIFIED ARBORIST

THE LANDSCAPE CENTER

March 24, 2025

Johanna Crooker
Meritage Homes
5 Peters Canyon Road, Suite 310
Irvine, CA 92606

Via Email: johanna.crooker@mlcholdings.net

Dear Ms. Crooker,

This report is submitted for your review in response to your request for an arboricultural survey and arboricultural reporting services of existing palms and trees located at the Bear Street Project (Tract 19334) in Costa Mesa, California. The site address is 3150 Bear Street Costa Mesa, CA. The inventory and site review of the trees located within the project limits was performed on Friday, December 13, 2024 and Monday, March 17, 2025.

Included with this report is a map of the inventoried trees (Exhibit 1), and a tree inventory matrix (Exhibit 2.)

The project proposes redeveloping the existing site. The redevelopment would include the construction of multiple residences along with the creation of a Central Open Space that would include landscaped common areas, and landscaped areas between buildings. Private open space would include front porches and patios/ balconies. All of which will encompass the planting of new trees, featuring a diverse range of species, as part of the project.

ASSIGNMENT

I have been asked to visit the Bear Street Project to assess, locate and provide an evaluation of the state of the palms and trees on the property as well as collect data. Data collected includes:

- Identify trees with a unique tree number
- Common name
- Botanical name
- Diameter at 54 inches above grade (DBH).
- Height/Canopy
- Condition
    - A visual assessment of the tree
    - Evaluation of current health and structural condition of the tree
    - Aesthetic assessment

Note that the observations contained in this report are based on visual inspection of the above-ground parts of the tree. No soil was excavated, and no aerial inspection was carried out.

This report is based on my evaluations of the site conducted on Friday, December 13, 2024 and Monday, March 17, 2025.

OBSERVATION AND METHODOLOGY

The project site currently consists of a large commercial building along with associated parking stalls that are landscaped and regularly maintained. The location is relatively flat. The property and trees appear to be greater than 30 years old. Regular irrigation is applied to the site.

The specific tasks performed were as follows:

- Identify all trees on the property.
- Assign a unique tree ID.
- Verify the location of each inventoried tree.
- Measure the diameter of the individual at 54 inches above grade (DBH).
- Analyze the assessment data for each tree. Determine the tree's health and assign a current condition rating ranging from poor to good, as follows:

Good (3) – Exemplary health and structure for species; a healthy tree with limited signs or symptoms of disease.
Fair (2) - Some minor deficiencies noted in health and/or structure, with potential for corrective measures to be performed to improve condition (including but not limited to fertilizer applications, pruning, and chemical applications.)
Poor (1) - Significant deficiencies noted in health and/or structure, some irreversible, and may include hazardous condition signs and symptoms requiring corrective action. Some individuals may require removal. Trees in this category include any of or combination of the following: very low canopy density; major disease signs and symptoms; dying or dead trees; imminent, irreversible hazardous conditions.

- Prepare a written report.
- Provide additional recommendations.

FINDINGS

Based on my evaluation of the site, a total of 167 trees were identified within the requested work area. The 167 trees are made up of 19 species and have been placed in Table 1. Table 1 represents the count of each species by overall condition rating. Based on my evaluation of the proposed development of the site, 138 trees will require complete removal as it will not be feasible for the trees to coexist with the site development. 29 trees will remain in place on an undisturbed slope area located on the western side of the project.

PROTECTED STATUS

As part of this scope of work, I did not review the City of Costa Mesa or the County of Orange Tree Protection Ordinance, should the city or county have one, or provide recommendations as to whether a tree falls within any Tree Protection Ordinance in the City of Costa Mesa or the County of Orange, CA.

SUITABILTY FOR PRESERVATION

Each tree was rated for suitability for preservation based upon its age, health, structural condition, and ability to safely coexist within a development environment.

Based on the site redevelopment plans, the removal of 138 trees will be required as they cannot safely coexist with the required site redevelopment footprint. 29 trees will be protected in place and be preserved in their current location on the western side of the project within an undisturbed slope.

High Trees in this category are in good health and structural stability and have the potential for longevity at the site.

Moderate Trees in this category have fair health and/or structural defects that may be abated with treatment. These trees require more intense management and monitoring, and may have shorter lifespans than those in the “high” Category.

Low Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas.

Table 1: Summary **Bear Street Project 3150 Bear Street Costa Mesa, CA**

Botanical Name	Common Name	Good	Fair	Poor	Total
Araucaria columnaris	Cook pine	3	0	0	3
Camphora officinarum	Camphor tree	3	10	6	19
Cedrus deodara	Deodar cedar	1	2	0	3
Cupaniopsis anacardioides	Carrotwood	0	0	5	5
Cupressus sempervirens	Italian cypress	10	0	0	10
Erythrina spp.	Coral	0	0	1	1
Ficus carica	Fig	0	0	1	1
Ficus microcarpa	Indian laurel	0	37	0	37
Liquidambar styraciflua	Sweetgum	0	10	2	12
Lophostemon confertus	Brisbane box	4	9	12	25
Magnolia grandiflora	Southern magnolia	2	1	0	3
Olea europaea	Olive	0	0	1	1
Phoenix dactylifera	Date palm	8	2	0	10
Phoenix roebelenii	Pygmy date palm	1	0	0	1
Pinus halepensis	Aleppo pine	0	19	0	19
Schinus terebinthifolia	Brazillian Peppertree	0	0	1	1
Searsia lancea	African sumac	0	4	4	8
Sequoia sempervirens	Coast Redwood	0	1	0	1
Washingtonia robusta	Mexican fan palm	6	0	1	7
TOTAL					167

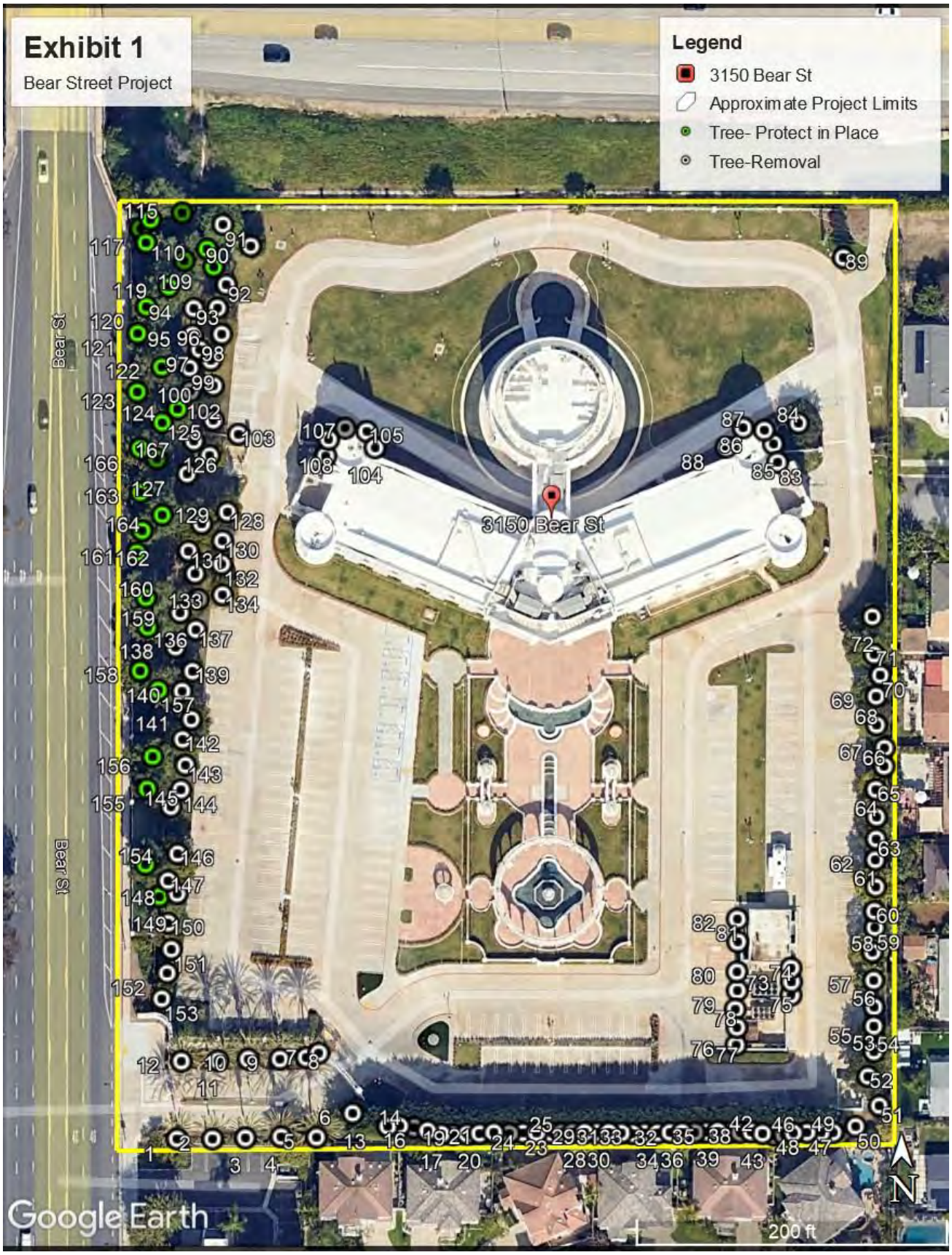
Exhibit 1
Bear Street Project
Legend
3150 Bear St
Approximate Project Limits
Tree- Protect in Place
Tree-Removal
3150 Bear St
Bear St
Bear St
Google Earth
200 ft
N

Exhibit 1
Bear Street Project
Legend
3150 Bear St
Approximate Project Limits
Tree- Protect in Place
Tree-Removal
Bear St
Bear St
Bear St
3150 Bear St
Google Earth
100 ft
N

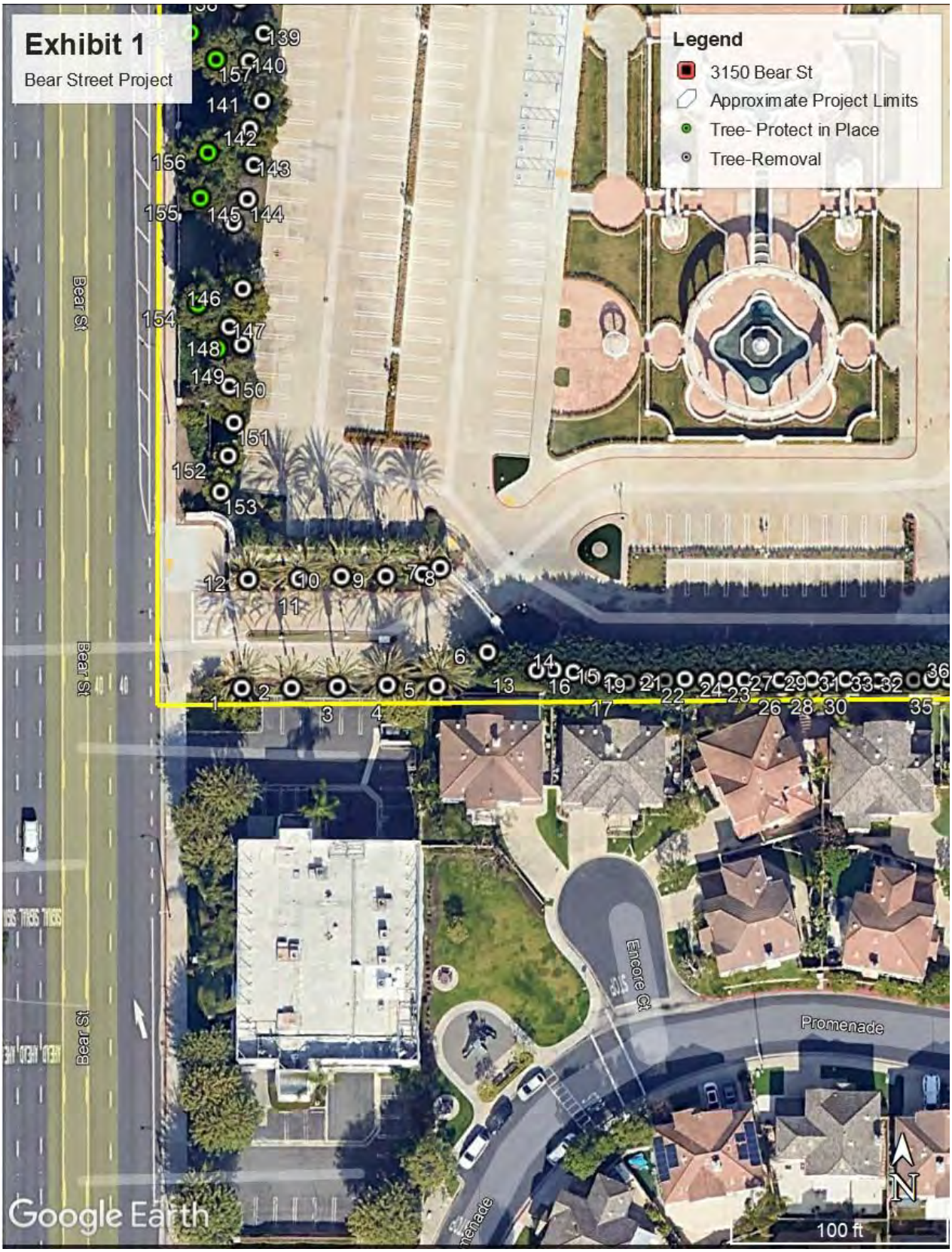
Exhibit 1
Bear Street Project
Legend
3150 Bear St
Approximate Project Limits
Tree- Protect in Place
Tree-Removal
Bear St
Bear St
Bear St
Encore Ct
Promenade
Promenade
Google Earth
100 ft
N

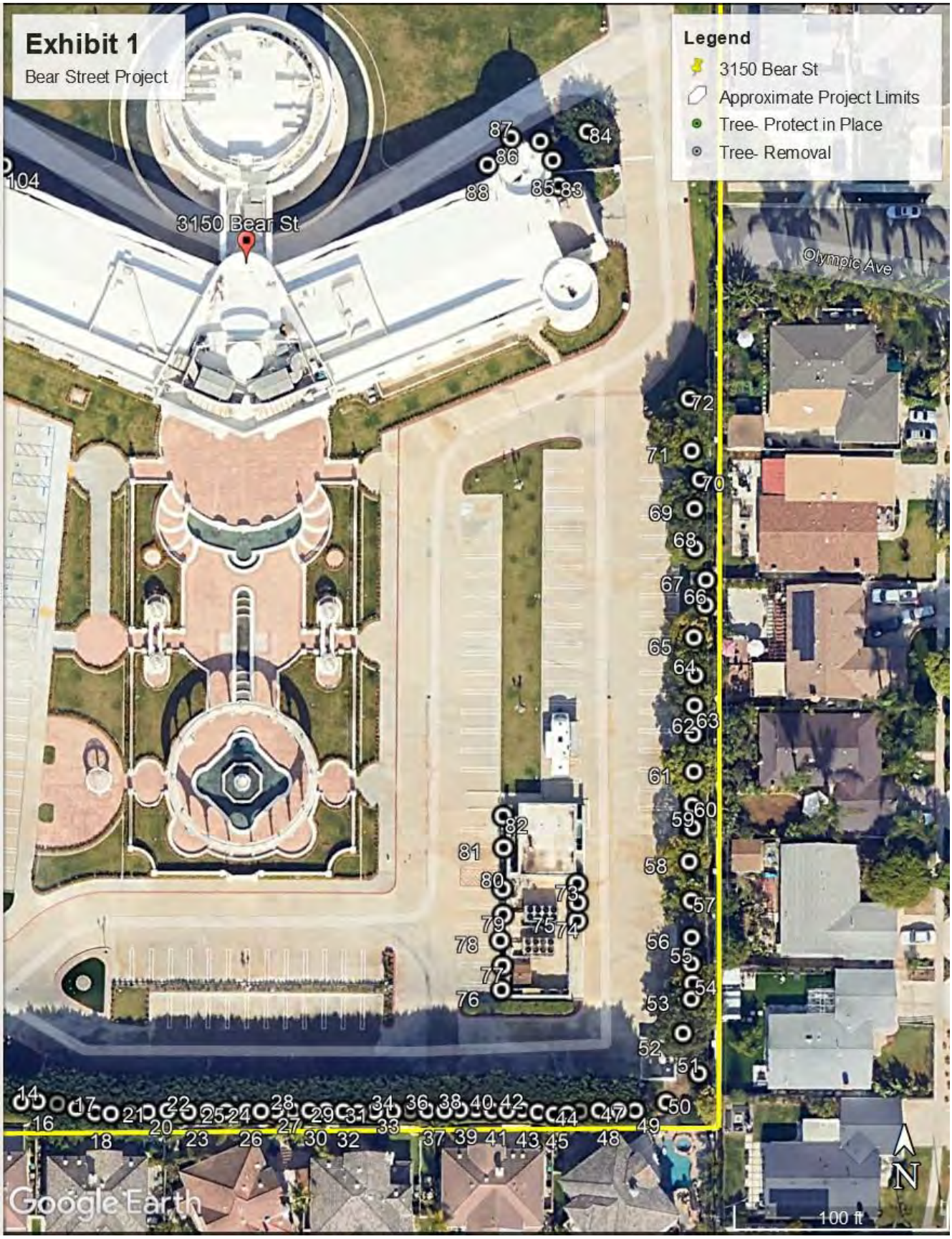
Exhibit 1
Bear Street Project
Legend
3150 Bear St
Approximate Project Limits
Tree- Protect in Place
Tree- Removal
3150 Bear St
Olympic Ave
Google Earth
100 ft
N

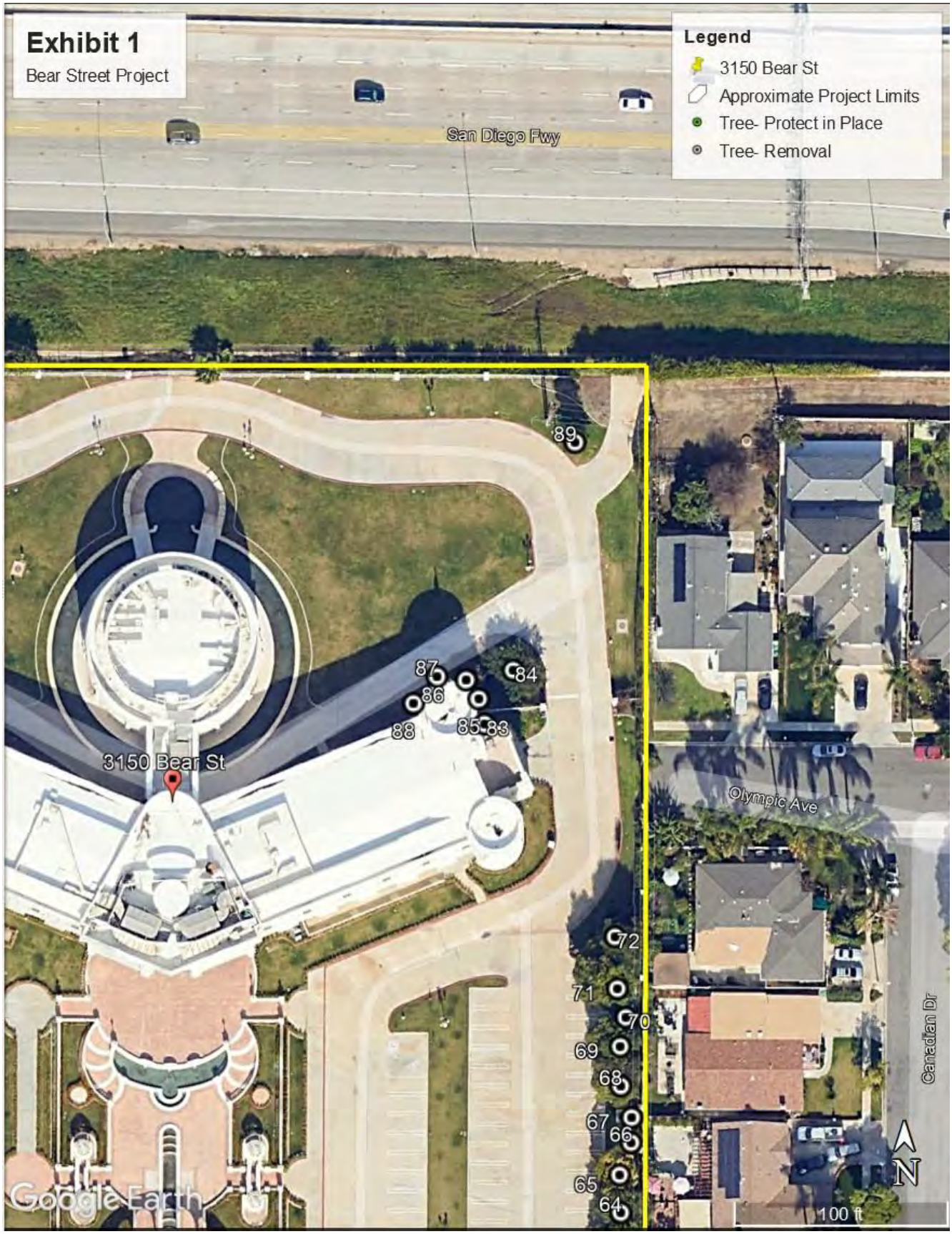
Exhibit 1
Bear Street Project
Legend
3150 Bear St
Approximate Project Limits
Tree- Protect in Place
Tree- Removal
San Diego Fwy
3150 Bear St
Olympic Ave
Canadian Dr
89
87
84
86
88
85
83
72
71
70
69
68
67
66
65
64
N
100 ft
Google Earth

Exhibit 2: Tree Inventory Matrix **Bear Street Project 3150 Bear Street Costa Mesa, CA**

Tree ID	Botanical Name	Common Name	Height (Ft)	Canopy Spread (Ft)	DBH (Inches)	Health	Suitability	Current Proposed Disposition	Notes
1	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
2	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
3	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
4	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
5	*Phoenix dactylifera*	Date palm	30	28	15	2	Low	Remove	bottling
6	*Cedrus deodara*	Deodar cedar	35	30	14.5	2	Low	Remove	split leader
7	*Phoenix roebelenii*	Pygmy date palm	8	10	16	3	Low	Remove	
8	*Phoenix dactylifera*	Date palm	30	28	15	2	Low	Remove	bottling
9	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
10	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
11	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
12	*Phoenix dactylifera*	Date palm	30	28	15	3	Low	Remove	
13	*Ficus microcarpa*	Indian laurel	32	23	17	2	Low	Remove	Pest/tip dieback
14	*Ficus microcarpa*	Indian laurel	32	23	13	2	Low	Remove	Pest/tip dieback
15	*Ficus microcarpa*	Indian laurel	32	23	15	2	Low	Remove	Pest/tip dieback
16	*Ficus microcarpa*	Indian laurel	32	23	14.5	2	Low	Remove	Pest/tip dieback
17	*Ficus microcarpa*	Indian laurel	32	23	15	2	Low	Remove	Pest/tip dieback
18	*Ficus microcarpa*	Indian laurel	32	23	14	2	Low	Remove	Pest/tip dieback
19	*Ficus microcarpa*	Indian laurel	32	23	12.75	2	Low	Remove	Pest/tip dieback
20	*Ficus microcarpa*	Indian laurel	32	23	13	2	Low	Remove	Pest/tip dieback
21	*Ficus microcarpa*	Indian laurel	32	23	11	2	Low	Remove	Pest/tip dieback
22	*Ficus microcarpa*	Indian laurel	32	23	14.5	2	Low	Remove	Pest/tip dieback
23	*Ficus microcarpa*	Indian laurel	32	23	13.5	2	Low	Remove	Pest/tip dieback
24	*Ficus microcarpa*	Indian laurel	32	23	13.5	2	Low	Remove	Pest/tip dieback
25	*Ficus microcarpa*	Indian laurel	32	23	12.5	2	Low	Remove	Pest/tip dieback
26	*Ficus microcarpa*	Indian laurel	32	23	13.5	2	Low	Remove	Pest/tip dieback
27	*Ficus microcarpa*	Indian laurel	32	23	13	2	Low	Remove	Pest/tip dieback
28	*Ficus microcarpa*	Indian laurel	32	23	13	2	Low	Remove	Pest/tip dieback
29	*Ficus microcarpa*	Indian laurel	32	23	14	2	Low	Remove	Pest/tip dieback
30	*Ficus microcarpa*	Indian laurel	32	23	13	2	Low	Remove	Pest/tip dieback
31	*Ficus microcarpa*	Indian laurel	32	23	13.75	2	Low	Remove	Pest/tip dieback
32	*Ficus microcarpa*	Indian laurel	32	23	13	2	Low	Remove	Pest/tip dieback
33	*Ficus microcarpa*	Indian laurel	32	23	12.75	2	Low	Remove	Pest/tip dieback
34	*Ficus microcarpa*	Indian laurel	32	23	13.5	2	Low	Remove	Pest/tip dieback
35	*Ficus microcarpa*	Indian laurel	32	23	13.5	2	Low	Remove	Pest/tip dieback
36	*Ficus microcarpa*	Indian laurel	32	23	12.5	2	Low	Remove	Pest/tip dieback
37	*Ficus microcarpa*	Indian laurel	32	23	12.5	2	Low	Remove	Pest/tip dieback
38	*Ficus microcarpa*	Indian laurel	32	23	14	2	Low	Remove	Pest/tip dieback
39	*Ficus microcarpa*	Indian laurel	32	23	13.75	2	Low	Remove	Pest/tip dieback
40	*Ficus microcarpa*	Indian laurel	32	23	14.75	2	Low	Remove	Pest/tip dieback
41	*Ficus microcarpa*	Indian laurel	32	23	12	2	Low	Remove	Pest/tip dieback
42	*Ficus microcarpa*	Indian laurel	32	23	15	2	Low	Remove	Pest/tip dieback
43	*Ficus microcarpa*	Indian laurel	32	23	13.5	2	Low	Remove	Pest/tip dieback
44	*Ficus microcarpa*	Indian laurel	32	23	12	2	Low	Remove	Pest/tip dieback
45	*Ficus microcarpa*	Indian laurel	32	23	13	2	Low	Remove	Pest/tip dieback
46	*Ficus microcarpa*	Indian laurel	32	23	14.5	2	Low	Remove	Pest/tip dieback
47	*Ficus microcarpa*	Indian laurel	32	23	12.25	2	Low	Remove	Pest/tip dieback
48	*Ficus microcarpa*	Indian laurel	32	23	12.5	2	Low	Remove	Pest/tip dieback
49	*Ficus microcarpa*	Indian laurel	32	23	16.5	2	Low	Remove	Pest/tip dieback
50	*Searsia lancea*	African sumac	14	10	3	2	Low	Remove	
51	*Olea europaea*	Olive	15	13	28	1	Low	Remove	suckers/stump
52	*Lophostemon confertus*	Brisbane box	38	25	13.75	3	Low	Remove	
53	*Lophostemon confertus*	Brisbane box	30	19	11	2	Low	Remove	girdling
54	*Lophostemon confertus*	Brisbane box	28	18	9.5	2	Low	Remove	nutrient deficiencies
55	*Araucaria columnaris*	Cook pine	38	12	15.5	3	Low	Remove	split leader
56	*Searsia lancea*	African sumac	12	11	3.5	2	Low	Remove	old stakes
57	*Lophostemon confertus*	Brisbane box	25	20	10.5	2	Low	Remove	nutrient deficiencies
58	*Lophostemon confertus*	Brisbane box	22	20	9	2	Low	Remove	root issues
59	*Searsia lancea*	African sumac	10	13	2.5	1	Low	Remove	stakes
60	*Searsia lancea*	African sumac	13	10	3	1	Low	Remove	stakes
61	*Lophostemon confertus*	Brisbane box	30	26	14	3	Low	Remove	codominant/nutrient
62	*Searsia lancea*	African sumac	12	13	3.5	2	Low	Remove	stakes
63	*Lophostemon confertus*	Brisbane box	24	18	11.5	1	Low	Remove	root issues
64	*Lophostemon confertus*	Brisbane box	28	20	11.5	2	Low	Remove	nutrient deficiencies
65	*Lophostemon confertus*	Brisbane box	24	18	7.5	2	Low	Remove	nutrient deficiencies
66	*Searsia lancea*	African sumac	13	9	4	2	Low	Remove	stakes
67	*Searsia lancea*	African sumac	11	9	4	1	Low	Remove	stakes
68	*Lophostemon confertus*	Brisbane box	26	20	13.5	2	Low	Remove	girdling
69	*Lophostemon confertus*	Brisbane box	27	22	13.5	2	Low	Remove	root issues/cable
70	*Searsia lancea*	African sumac	10	12	2.5	1	Low	Remove	
71	*Lophostemon confertus*	Brisbane box	25	32	17.5	2	Low	Remove	codominant/nutrient
72	*Sequoia sempervirens*	Coastal redwood	27	30	23	2	Low	Remove	topped
73	*Lophostemon confertus*	Brisbane box	9	4	3	1	Low	Remove	stump/sprouts
74	*Lophostemon confertus*	Brisbane box	7	3	1.5	1	Low	Remove	stump/sprouts
75	*Lophostemon confertus*	Brisbane box	8	6	6	1	Low	Remove	stump/sprouts
76	*Lophostemon confertus*	Brisbane box	6	3	3	1	Low	Remove	stump/sprouts
77	*Lophostemon confertus*	Brisbane box	9	3	2	1	Low	Remove	stump/sprouts
78	*Lophostemon confertus*	Brisbane box	7	3	3	1	Low	Remove	stump/sprouts
79	*Lophostemon confertus*	Brisbane box	9	3	4	1	Low	Remove	stump/sprouts
80	*Lophostemon confertus*	Brisbane box	7	3	2	1	Low	Remove	stump/sprouts
81	*Lophostemon confertus*	Brisbane box	6	3	2	1	Low	Remove	stump/sprouts
82	*Lophostemon confertus*	Brisbane box	6	4	5	1	Low	Remove	stump/sprouts
83	*Cupressus sempervirens*	Italian cypress	35	4	8.5	3	Low	Remove	
84	*Erythrina spp.*	Coral tree	11	6	21	1	Low	Remove	stump/multiple failures

85	*Cupressus sempervirens*	Italian cypress	35	4	8	3	Low	Remove	
86	*Cupressus sempervirens*	Italian cypress	45	4	7.5	3	Low	Remove	
87	*Cupressus sempervirens*	Italian cypress	38	4	8	3	Low	Remove	
88	*Cupressus sempervirens*	Italian cypress	40	4	8	3	Low	Remove	
89	*Araucaria columnaris*	Cook pine	40	10	14.5	3	Low	Remove	
90	*Camphora officinarum*	Camphor tree	18	25	32	1	Low	Remove	stump/root shoots
91	*Schinus terebinthifolia*	Brazilian peppertree	30	25	88	1	Low	Remove	
92	*Camphora officinarum*	Camphor tree	27	15	8	1	Low	Remove	nutrient deficiencies
93	*Cedrus deodara*	Deodar cedar	50	28	12.5	2	Low	Remove	split leader
94	*Liquidambar styraciflua*	Sweetgum	25	16	5.5	2	Low	Remove	budding
95	*Liquidambar styraciflua*	Sweetgum	18	10	5	1	Low	Remove	dead
96	*Camphora officinarum*	Camphor tree	25	20	8.5	1	Low	Remove	wires in trunk
97	*Camphora officinarum*	Camphor tree	28	20	8	2	Low	Remove	
98	*Washingtonia robusta*	Mexican fan palm	55	16	16.25	3	Low	Remove	
99	*Liquidambar styraciflua*	Sweetgum	22	12	5	1	Low	Remove	budding
100	*Washingtonia robusta*	Mexican fan palm	50	8	14.5	1	Low	Remove	
101	*Araucaria columnaris*	Cook pine	40	20	11	3	Low	Remove	
102	*Liquidambar styraciflua*	Sweetgum	26	18	8	2	Low	Remove	budding
103	*Lophostemon confertus*	Brisbane box	6	5	2.25	1	Low	Remove	stump/sprouts
104	*Cupressus sempervirens*	Italian cypress	40	4	8	3	Low	Remove	
105	*Cupressus sempervirens*	Italian cypress	38	4	8	3	Low	Remove	
106	*Cupressus sempervirens*	Italian cypress	35	4	8	3	Low	Remove	
107	*Cupressus sempervirens*	Italian cypress	38	4	8	3	Low	Remove	
108	*Cupressus sempervirens*	Italian cypress	40	4	8	3	Low	Remove	
109	*Camphora officinarum*	Camphor tree	22	16	5.5	1	Moderate	Protect in Place	
110	*Ficus carica*	Fig	11	14	8	1	Moderate	Protect in Place	vine stangling tree
111	*Cupaniopsis anacardioides*	Carrotwood	10	2	4	1	Moderate	Protect in Place	seedling
112	*Cupaniopsis anacardioides*	Carrotwood	10	2	4	1	Moderate	Protect in Place	seedling
113	*Cupaniopsis anacardioides*	Carrotwood	10	2	1	1	Moderate	Protect in Place	seedling
114	*Cupaniopsis anacardioides*	Carrotwood	10	2	20	1	Moderate	Protect in Place	seedling
115	*Washingtonia robusta*	Mexican fan palm	48	12	15	3	High	Protect in Place	
116	*Washingtonia robusta*	Mexican fan palm	52	12	15	3	High	Protect in Place	
117	*Washingtonia robusta*	Mexican fan palm	50	12	15	3	High	Protect in Place	
118	*Pinus halepensis*	Aleppo pine	47	30	18	2	Moderate	Protect in Place	
119	*Pinus halepensis*	Aleppo pine	44	30	17	2	Moderate	Protect in Place	
120	*Pinus halepensis*	Aleppo pine	42	30	24	2	Moderate	Protect in Place	
121	*Pinus halepensis*	Aleppo pine	46	30	19	2	Moderate	Protect in Place	
122	*Pinus halepensis*	Aleppo pine	44	30	24	2	Moderate	Protect in Place	
123	*Pinus halepensis*	Aleppo pine	39	30	21	2	Moderate	Protect in Place	girdling
124	*Pinus halepensis*	Aleppo pine	45	30	23	2	Moderate	Protect in Place	
125	*Camphora officinarum*	Camphor tree	20	14	6	2	Low	Remove	
126	*Camphora officinarum*	Camphor tree	25	24	7.5	2	Low	Remove	
127	*Camphora officinarum*	Camphor tree	28	20	7	1	Low	Remove	
128	*Camphora officinarum*	Camphor tree	40	36	10	2	Low	Remove	
129	*Camphora officinarum*	Camphor tree	50	40	14	2	Low	Remove	
130	*Liquidambar styraciflua*	Sweetgum	32	30	9	2	Low	Remove	budding
131	*Liquidambar styraciflua*	Sweetgum	22	30	8	2	Low	Remove	budding
132	*Camphora officinarum*	Camphor tree	29	30	7.5	2	Low	Remove	
133	*Magnolia grandiflora*	Southern magnolia	25	22	8.5	3	Low	Remove	
134	*Camphora officinarum*	Camphor tree	20	30	10	3	Low	Remove	
135	*Liquidambar styraciflua*	Sweetgum	24	30	7	2	Low	Remove	
136	*Camphora officinarum*	Camphor tree	32	20	6.5	2	Low	Remove	
137	*Liquidambar styraciflua*	Sweetgum	30	20	8	2	Low	Remove	budding
138	*Liquidambar styraciflua*	Sweetgum	25	13	9	2	Low	Remove	budding
139	*Magnolia grandiflora*	Southern magnolia	25	30	8	3	Low	Remove	
140	*Camphora officinarum*	Camphor tree	22	12	6	1	Low	Remove	cable choking tree
141	*Camphora officinarum*	Camphor tree	38	30	12	2	Low	Remove	
142	*Camphora officinarum*	Camphor tree	45	30	11	3	Low	Remove	
143	*Magnolia grandiflora*	Southern magnolia	25	20	8	2	Low	Remove	
144	*Liquidambar styraciflua*	Sweetgum	38	20	9	2	Low	Remove	
145	*Liquidambar styraciflua*	Sweetgum	37	30	8.5	2	Low	Remove	
146	*Camphora officinarum*	Camphor tree	30	30	12	2	Low	Remove	cable choking tree
147	*Camphora officinarum*	Camphor tree	18	30	7	2	Low	Remove	
148	*Liquidambar styraciflua*	Sweetgum	30	30	10	2	Low	Remove	budding
149	*Cupaniopsis anacardioides*	Carrotwood	15	30	4.5	1	Moderate	Protect in Place	
150	*Cedrus deodara*	Deodar cedar	30	50	15.5	3	Low	Remove	cable choking tree
151	*Camphora officinarum*	Camphor tree	29	30	12	2	Low	Remove	
152	*Lophostemon confertus*	Brisbane box	28	30	8.5	3	Low	Remove	
153	*Lophostemon confertus*	Brisbane box	28	30	10	3	Low	Remove	
154	*Pinus halepensis*	Aleppo pine	48	30	23	2	Moderate	Protect in Place	
155	*Pinus halepensis*	Aleppo pine	48	30	18.5	2	Moderate	Protect in Place	
156	*Pinus halepensis*	Aleppo pine	45	30	22	2	Moderate	Protect in Place	
157	*Pinus halepensis*	Aleppo pine	45	30	21.5	2	Moderate	Protect in Place	
158	*Pinus halepensis*	Aleppo pine	30	30	19.5	2	Moderate	Protect in Place	
159	*Pinus halepensis*	Aleppo pine	45	30	24	2	Moderate	Protect in Place	
160	*Pinus halepensis*	Aleppo pine	30	30	20	2	Moderate	Protect in Place	
161	*Pinus halepensis*	Aleppo pine	18	30	4	2	Moderate	Protect in Place	seedling
162	*Pinus halepensis*	Aleppo pine	48	30	21.5	2	Moderate	Protect in Place	
163	*Pinus halepensis*	Aleppo pine	34	30	13	2	Moderate	Protect in Place	cable choking tree
164	*Pinus halepensis*	Aleppo pine	44	30	20.5	2	Moderate	Protect in Place	
165	*Washingtonia robusta*	Mexican fan palm	60	12	16	3	High	Protect in Place	
166	*Pinus halepensis*	Aleppo pine	55	30	19.5	2	Moderate	Protect in Place	
167	*Washingtonia robusta*	Mexican fan palm	60	30	15	3	High	Protect in Place	

Photos

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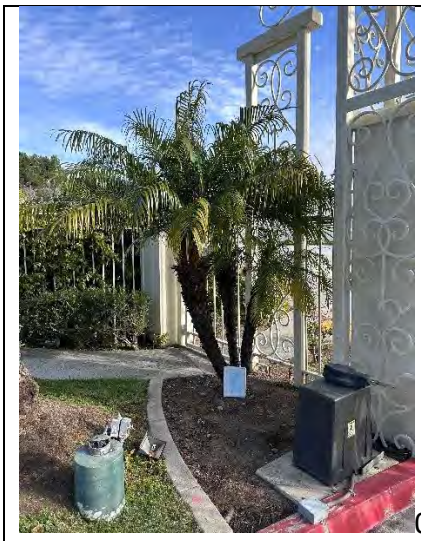
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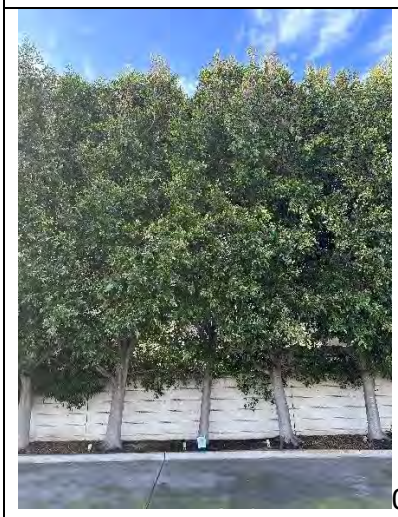
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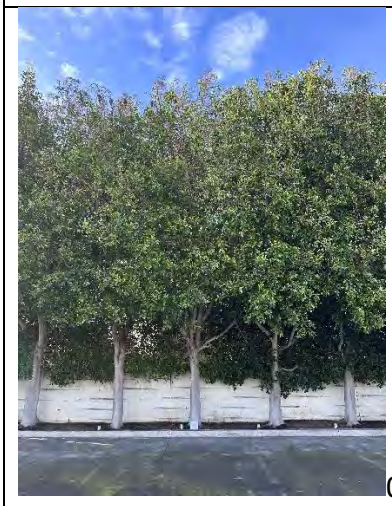
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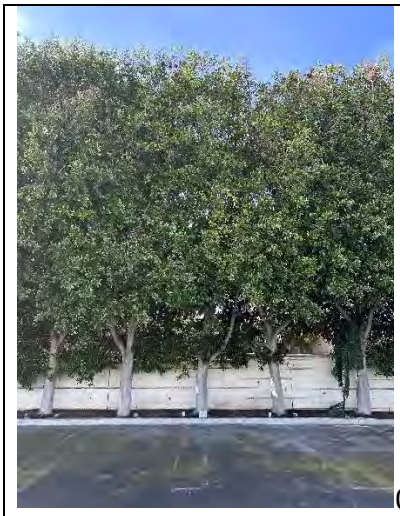
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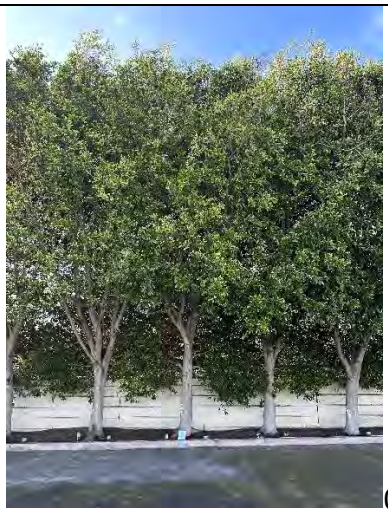
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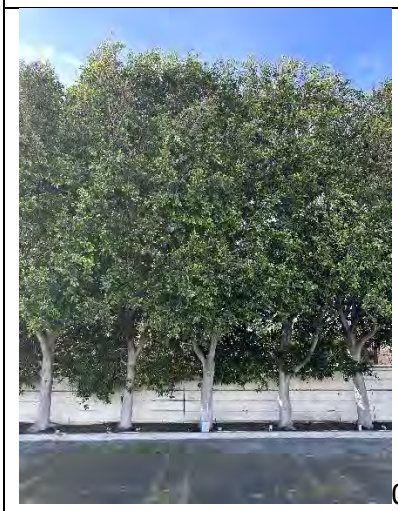
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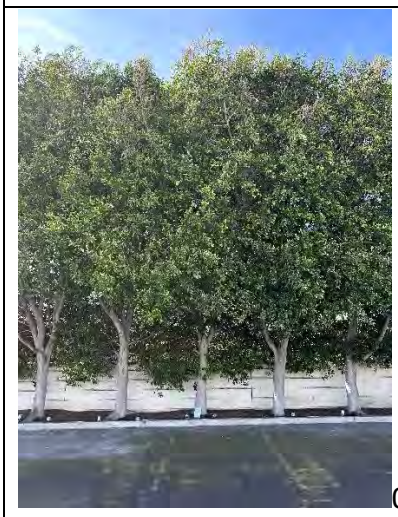
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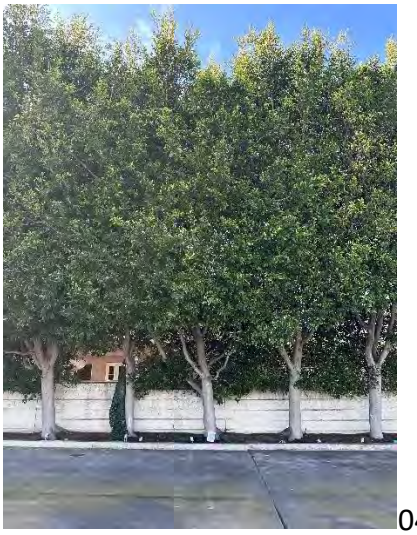
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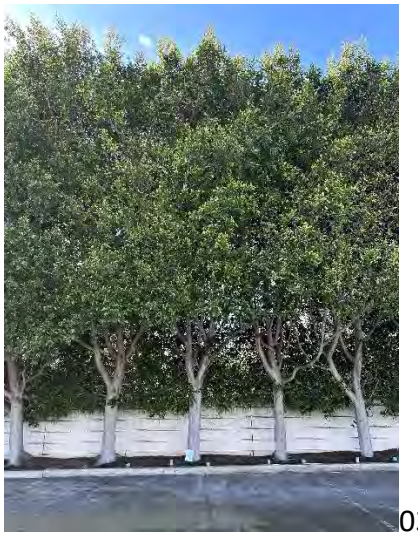
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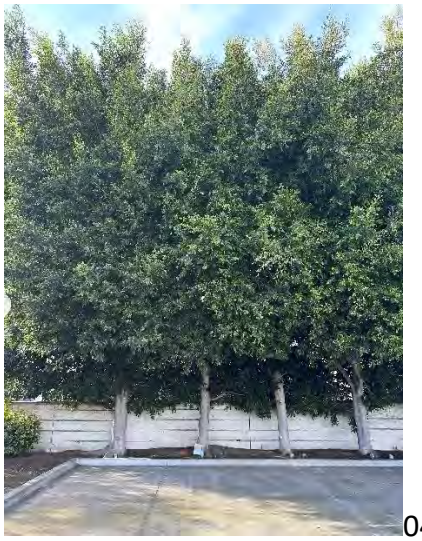
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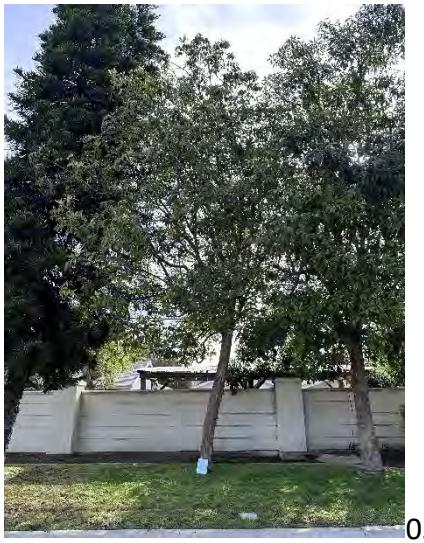
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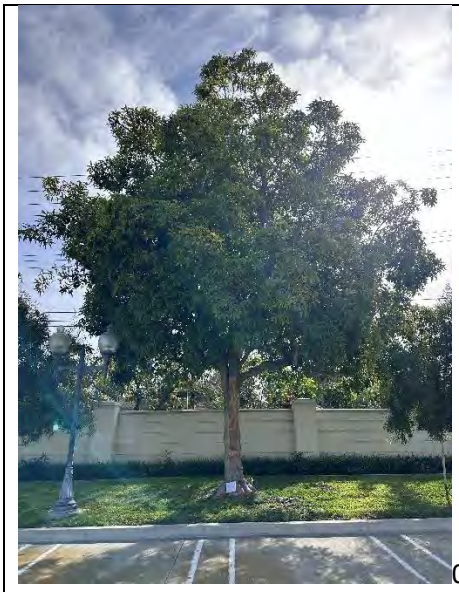
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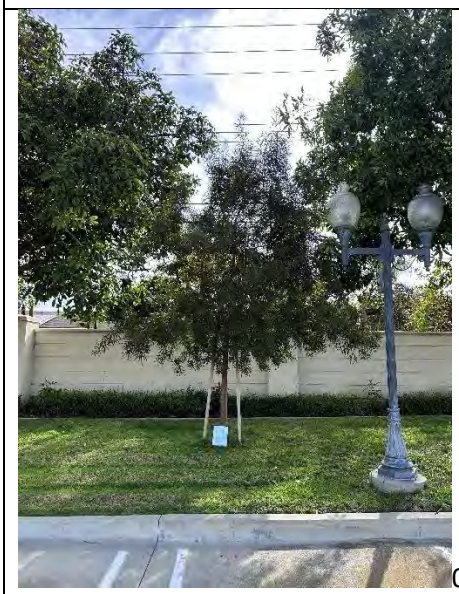
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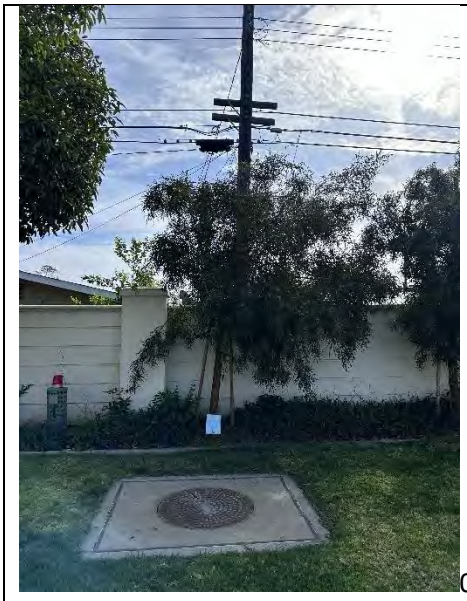
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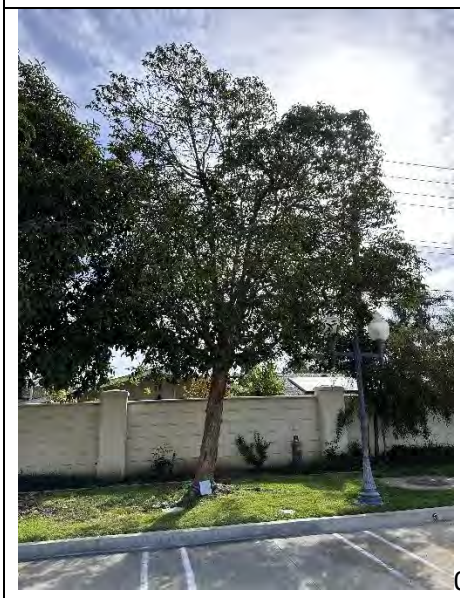
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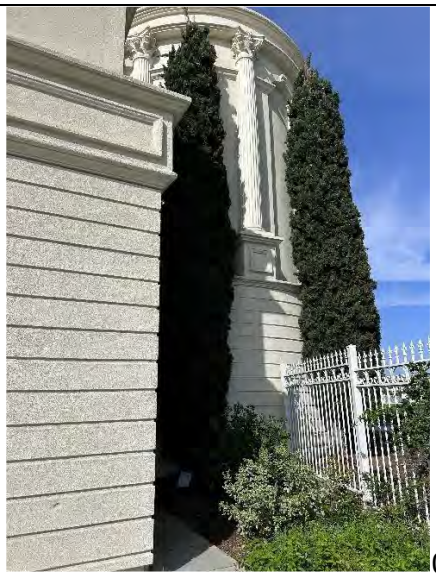
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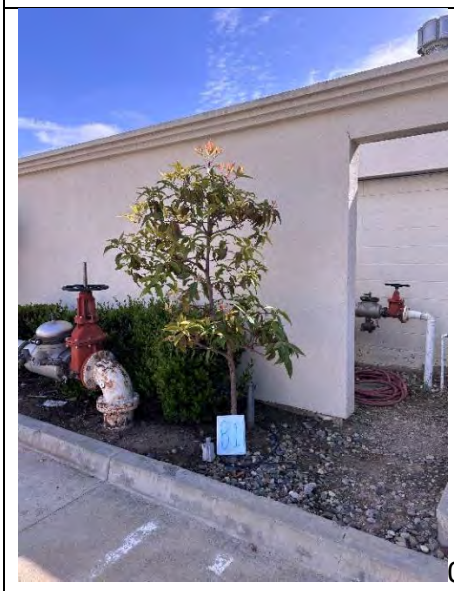
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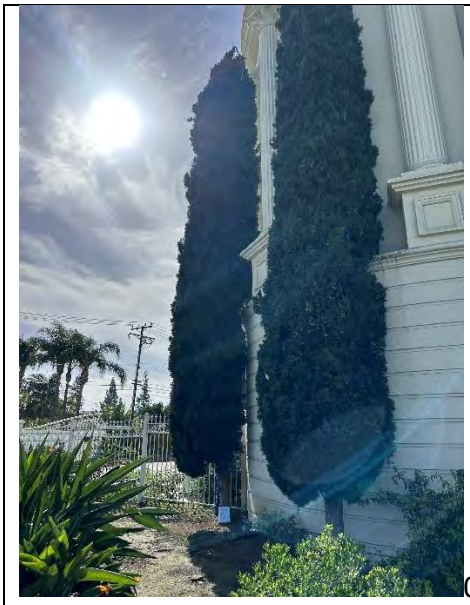
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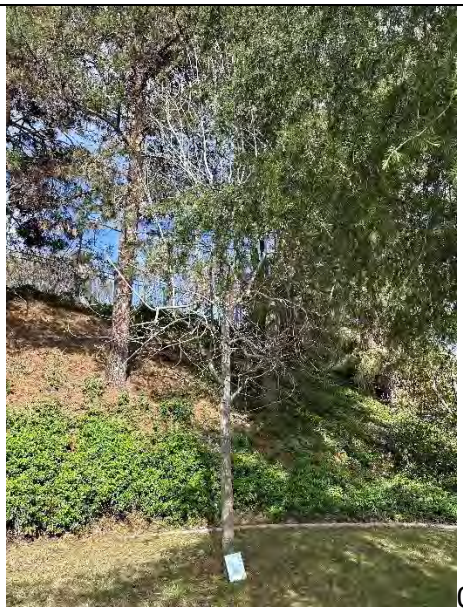
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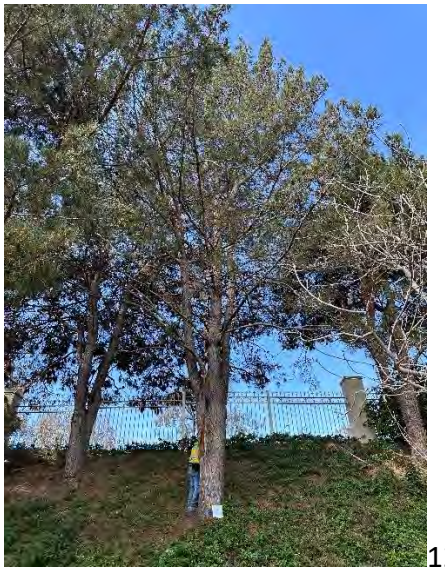
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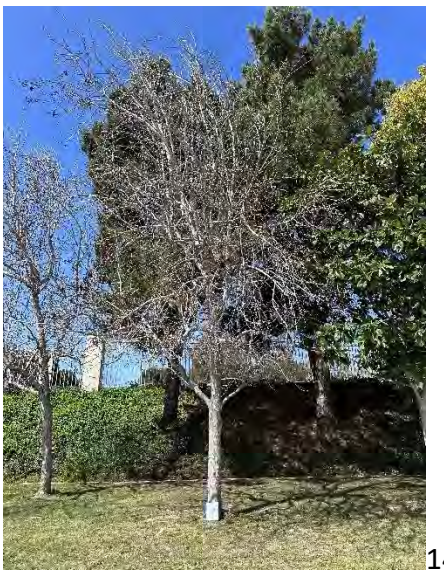
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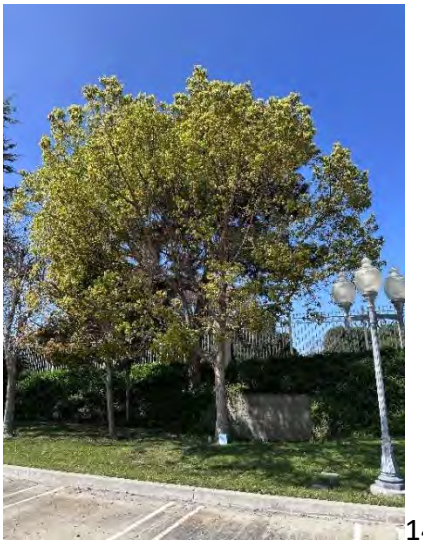
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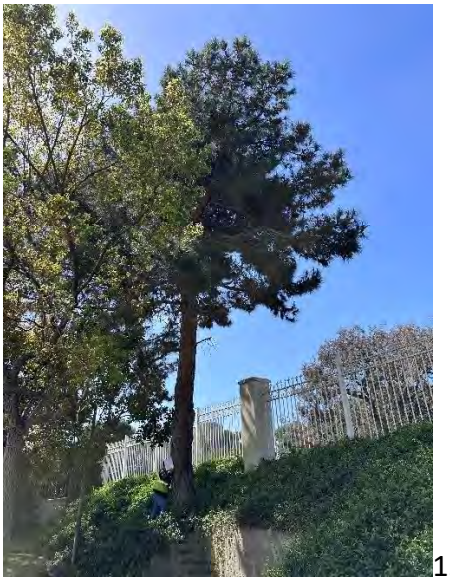
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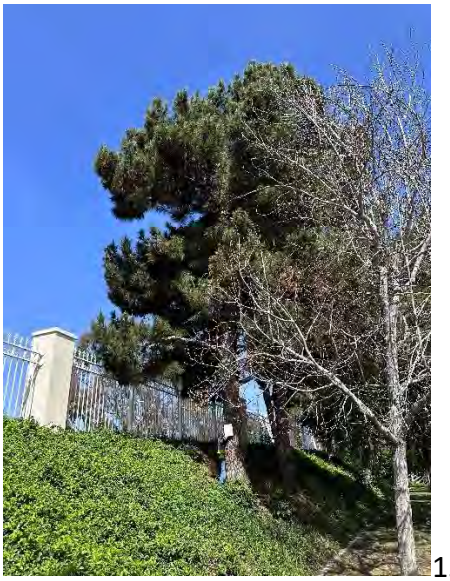
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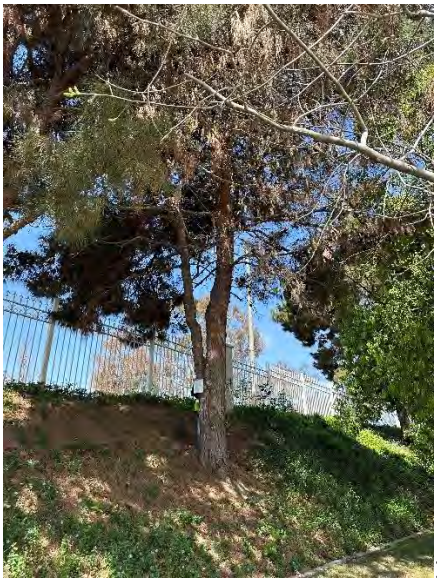
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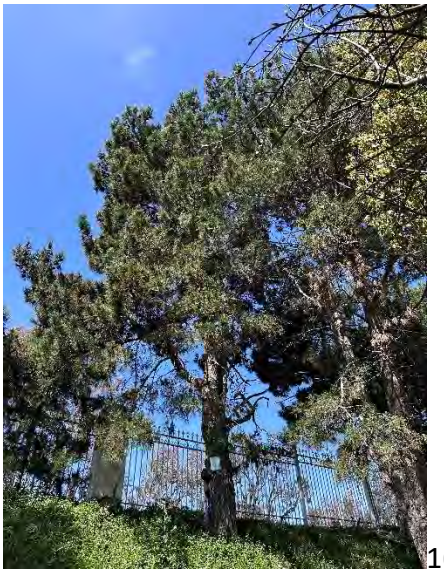
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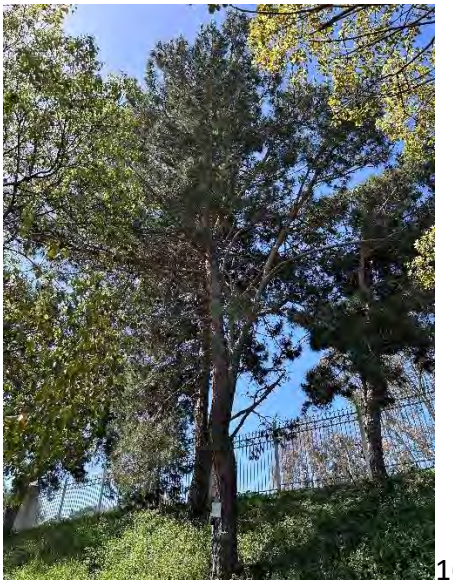
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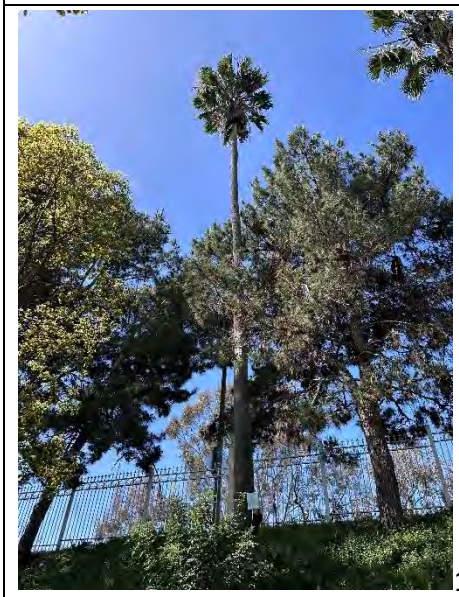
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Arborist's Disclosure, Limitations, and Suggestions

- Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees.
- Clients may choose to accept the recommendations of the arborist.
- Arborists cannot detect every condition that could possibly lead to the structural failure of a tree.
- Trees are living organisms that fail in ways we do not fully understand. Often the conditions are hidden.
- Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time.
- Treatment, pruning and removal of trees may involve considerations beyond the scope of arborist services. Arborists cannot take such consideration into account unless complete and accurate information is disclosed.
- To live near trees is to accept some degree of risk. Trees can be managed, but they cannot be controlled.
- The only way to eliminate all risk associated with trees is to eliminate all trees.
- Tree preservation is the spirit of arboriculture.
- Unless expressed otherwise information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection and the inspection is limited to visual examination of accessible items.
- This inspection does not warranty or guarantee that the subject tree is free of defects from hidden or unapparent conditions expressed or implied. The conclusions of this report are derived from visual inspection only.
- Loss or alteration of any part of this report invalidates the entire report.
- Possession of this report or copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of the certified arborist.
- The certified arborist shall not be required to give testimony or to attend court, provide additional services or attend meetings because of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract engagement.
- Photographs in this report, being intended as visual aids, are not necessary to scale and should not be construed as engineering or architectural reports or surveys.

I hereby certify that the statements furnished above represent the data and information, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

Dillon Reynolds
ISA Certified Arborist WE 9690A

RECORDING REQUESTED BY:

[XXX]

AFTER RECORDING, RETURN TO:

[XXX]

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

[Project Title]
A COMMON INTEREST DEVELOPMENT

THIS DECLARATION CONTAINS BINDING NEUTRAL ARBITRATION PROVISIONS THAT INCLUDE A WAIVER OF THE RIGHT TO A JURY TRIAL. YOU SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS ON THESE OR OTHER PROVISIONS OF THIS DECLARATION

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, ANCESTRY OR MILITARY AND VETERAN STATUS, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
[Project Title]

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MILL is made on the date hereinafter set forth by MERITAGE HOMES OF CALIFORNIA, INC., a California corporation (herein referred to as "***Declarant***"), and [XXX] ("***Land Banker***"), on the terms and conditions herein.

The [Project Title] is a stand-alone, residential community comprised [enter project description] However, there is no guarantee that the community will be developed or completed as presently proposed, and nothing in this Declaration shall be construed to require Declarant or Land Banker to develop the maximum number of homes approved, and that there may be increases or decreases if there are any changes, amendments to the governmental approvals for the community.

ARTICLE I

RECITALS

1.1 Description of Real Property. Declarant and Land Banker are collectively the owners of that certain real property in the City of Costa Mesa, County of Orange, State of California, described in **Exhibit A** attached hereto and incorporated herein by reference (the "***Project***"). Declarant intends to improve or has improved the Project by subdividing it into Parcels, Condominiums, Association Property and Common Area, as these terms are defined herein.

1.2 Rights Between Declarant and Land Banker. As of the recordation of this Declaration, Declarant will not own all of the real property identified on **Exhibit A** but will have the right to purchase portions of the Project from Land Banker pursuant to a purchase agreement between Declarant and Land Banker (the "***Purchase Agreement***"). Any real property owned by Land Banker is subject to and affected by the Declaration, and Land Banker has reserved (or been granted, as applicable) various rights and powers as set forth herein. Furthermore, any provision in the Declaration that states the intent of the Declarant to subject the Project to the Declaration shall only be effectuated by Declarant and Land Banker, as they so intend. Upon termination of the Purchase Agreement, Land Banker shall have the right, but not the obligation, to automatically assume the title of "Declarant" (and all rights, powers, authority, obligations, etc., incidental thereto), upon Land Banker's recordation of an appropriate document evidencing such termination of the Purchase Agreement. Land Banker shall assume no liabilities prior to the date of the termination of the Purchase Agreement which shall also serve as the date of the assignment of Declarant's rights to Land Banker.

1.3 Phases of the Project. Declarant has improved or intends to improve the Project by subdividing it into Parcels, Condominiums, Common Area, Association Property, and other improvements, as defined hereinbelow. Declarant intends to sell each Condominium to a separate

party (each, an "***Owner***"). Declarant intends to develop the Project in two (2) or more Phases. The first Phase will consist of the real property defined as the "Initial Property" defined herein. Prior to annexation, the Annexable Property (as defined herein) shall not be subject to any provision of this Declaration. Declarant may, but shall have no obligation to, annex all or any portion of the Annexable Property to the Project by recording a Declaration of Annexation in compliance with the provisions of this Declaration.

1.4 Ownership Interests. Each Owner shall receive fee title to his/her Condominium Unit, a fractional ownership interest in Common Area and exclusive easements for use and maintenance of Exclusive Use Areas, if any, assigned to said Condominium. Each Owner shall also have mandatory membership in The [Project Title] Homeowners Association, a non-exclusive easement for use, enjoyment, ingress and egress over Association Property and any applicable Association Maintenance Areas, and such other interests as may be provided herein.

1.5 Common Plan for Project. By this Declaration, Declarant and Land Banker intend to establish a common scheme and plan for the possession, use, enjoyment, repair, Maintenance, restoration and improvement of the Project and interests therein conveyed and to establish thereon a common interest development that is consistent with the development for the Project.

1.6 Boundary Modifications. If the boundaries of real property change as a result of one or more subsequently recorded final maps, amended final maps, parcel maps, amended parcel maps, certificates of correction, lot line adjustments and/or records of survey, then for all purposes of this Declaration.

1.6.1 Added to Parcel. Real property which is removed from a Parcel and added to another Parcel shall thereafter be part of that other Parcel;

1.6.2 Removed from Declaration. Real property which is removed from Association Property and added to real property which is not subject to this Declaration shall no longer constitute a part of such Association Property and shall no longer be subject to this Declaration; and

1.6.3 Added to Declaration. Real property not subject to this Declaration which is added to Association Property shall be part of the Association Property to which it is added and shall automatically be subject to all provisions of this Declaration.

NOW, THEREFORE, Declarant and Land Banker hereby declare that the Initial Property and all portions of the Annexable Property annexed hereto shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, in accordance with the plan for improvement of the Project and all division thereof into Parcels and Condominiums. Pursuant to California Civil Code Sections 1468 and 5975, all of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land, be enforceable as equitable servitudes, and shall be binding upon Declarant, Land Banker and their successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE II

DEFINITIONS

In addition to the defined terms set forth herein, certain defined terms relating to Disputes with Declarant and the Association and/or an Owner are set forth in the Dispute Resolution Declaration:

2.1 "Accessory Dwelling Unit" or "ADU" shall collectively refer to "Accessory Dwelling Unit" and "Junior Accessory Dwelling Unit" which are structures to be used as habitable spaces and satisfies the requirements set forth in California Government Code Section 65852.2, or California Government Code Section 65852.22, as applicable, and which shall be subject to all requirements, restrictions and limitations that may be imposed by the Association, the City, and any other governmental agency or department. Due to the nature of the Project as being Condominiums, Owners are not guaranteed that they will be approved to have an Accessory Dwelling Unit or that any garage may be converted into an Accessory Dwelling Unit.

2.2 "Additional Charges" shall mean costs, fees, charges and expenditures, including, without limitation, attorney's fees, late charges, interest and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of Assessments, fines and/or penalties.

2.3 "Alteration" shall mean constructing, performing, installing, remodeling, repairing, replacing, demolishing, and/or changing the color or shade of any Improvement. The term "Alteration" does not include repainting or refinishing any Improvement in the same color, hue, intensity, tone, and shade or repairing any Improvement with the same materials.

2.4 "Annexable Property" shall mean the real property described in **Exhibit A** attached hereto, *but excluding therefrom the Initial Property*. Any portion of Annexable Property may be added to the Project upon recordation of a Declaration of Annexation, as set forth in this Declaration. However, there is no guarantee that any of the Annexable Property will be annexed into the Project as intended by Declarant.

2.5 "Antenna Equipment" shall individually and collectively refer to any and all television, video or radio poles, antennae, satellite dishes, cables, other transmission and/or reception fixtures, or other over-the-air receiving device or related or similar personal property.

2.6 "Antenna Laws" shall refer to Title 47 U.S.C. §§ 1 et seq., 47 CFR § 1.4000 and any other applicable state, federal and local laws, rules and decisions promulgated with respect thereto, pertaining to the use, installation and Maintenance Antenna Equipment.

2.7 "Architectural Control Committee" or "ACC" shall mean the committee referenced in ARTICLE VI of this Declaration.

2.8 "Articles" shall mean the Articles of Incorporation of The [Project Title] Homeowners Association, a California nonprofit mutual benefit corporation, and any amendments thereto.

2.9 "Assessment" shall mean that portion of the cost of Maintaining, improving, repairing, operating and managing the Project which is to be paid by each Owner as determined by the Association and as more particularly set forth in ARTICLE IX of this Declaration. "Assessment" shall include Regular Assessments, Special Assessments, and/or Reimbursement Assessments, as discussed in further detail in ARTICLE IX hereto.

2.10 "Association" shall mean The [Project Title] Homeowners Association, a California nonprofit mutual benefit corporation, the Members of which shall be the Owners of Condominiums in the Project, their successors and assigns.

2.11 "Association Maintenance Areas" or "AMA" shall mean those portions of the Project that are not owned in fee by the Association but for which the Association shall have the obligation to Maintain, as set forth in this Declaration. Association Maintenance Areas include, but are not limited to, landscaping, irrigation or other Improvements in public rights-of-way and within any adjoining public parkways (including portions of the public rights-of-way along Santa Ana Street, Claudina Street, Philadelphia Street and Olive Avenue) (collectively, "***Offsite Maintenance Areas***"). "Association Maintenance Areas" shall also mean any real property and Improvements described as "Association Maintenance Areas" in a Declaration of Annexation, or as may be designated by the Association.

2.12 "Association Property" or "AP" shall mean (a) Association Maintenance Areas; and (b) Parcels 1 and 2 of the Map, and all Improvements thereon, but excluding therefrom all "Condominium Units" and "Common Area" as defined herein. With the exception of Association Maintenance Areas, Association Property and the Improvements thereon shall be held in fee title by the Association. The term "Association Property" shall also mean any real property and Improvements described as "Association Property" in a Declaration of Annexation and/or shown on a Condominium Plan for a particular Phase. Association Property is "common area" as that term is defined in California Civil Code Section 4095.

2.13 "Association Rules" shall mean rules and regulations regulating the use and enjoyment of the Project which may be adopted by the Board from time to time.

2.14 "Authorized Vehicles" shall include, but not be limited to, standard passenger vehicles, motorcycles and trucks (unless otherwise defined as a Commercial Vehicle below) used for personal transportation. Any vehicle that is not an Authorized Vehicle is deemed a "Prohibited Vehicle," as set forth below. The Board shall have the discretion to modify, amend or change the definition of "Authorized Vehicles" through Association Rules so long as the minimum standards set forth in Section 4.23 of this Declaration are satisfied.

2.15 "Budget" shall mean the portion of the budget (as set forth in ARTICLE IX below) that shall cover those portions of the expenses for the entirety of the Project, and for which the Regular Assessment payable by each Owner of a Condominium under ARTICLE IX of this Declaration.

2.16 "BMPs" shall mean Best Management Practices as it pertains to the management of storm water facilities located within the Project, as set forth in the WQMP approved by the City for the Project.

2.17 "Board" or "Board of Directors" shall mean the Board of Directors of the Association, appointed or elected as provided in the Bylaws.

2.18 "Bond" shall mean a bond, security or other arrangement to secure performance of the commitment of Declarant to complete Association Property Improvements.

2.19 "Building" shall mean each of the multiple-dwelling residential structures which contain Condominium Units, as shown on a Condominium Plan. While Buildings enclose the residential and garage elements of the Condominium Units, **the Buildings are not part of the Condominium Units, and are considered Association Property for purposes of this Declaration**. For purposes of interpreting this Declaration and a Condominium Plan, the term "Building" is intended to include all of the following components:

(a) The shell, including the roof, foundation and exterior surfaces and the finishes thereon;

(b) Entry doors, windows and the garage door (except for glass portions of windows and sliding doors at Condominium Unit boundaries, all of which are part of the Condominium Unit);

(c) All structural support elements existing in, on, under and throughout the Building shell and core that carry ceiling, roof, and floor loads to the foundation, including all separate or common footings, girders, columns and braces, the foundations and other standard support elements, and every wall, column, floor, ceiling, footing, or other vertical or horizontal Improvement in the Building, but the Building does not include between-room walls or partitions within a Condominium Unit that are not necessary for the structural support of the Building (for purposes hereof, any wall or other structure that carries roof, ceiling or upper floor loads is "necessary for structural support");

(d) All exterior walls and surfaces of the Building and their surface treatments (including siding, stone, stucco, plaster, paint and stain);

(e) Fixtures that are outside the boundaries of the Condominium Units, including exterior lighting fixtures, utility cabinets on Building exteriors, utility cabinets and other facilities for the delivery of utilities to the Project (except for outlets that are located in the Condominium Unit);

(f) Utility meters outside the Condominium Unit boundaries, and the cables, pipes, conduits and other Improvements for the delivery of utilities to the Condominium Unit;

(g) Fire sprinkler systems serving each Condominium Unit, including fire sprinkler pipes and fire sprinkler heads that protrude into the boundaries of the Condominium Unit;

(h) Cables and related equipment for the delivery of telecommunications services to the Project (except for any outlets in the Condominium Unit boundaries and

except for connectors, fibers or cables that protrude into the boundaries of the Condominium Unit); and

(i) All or any portion of mechanical shaft, duct, pipe, line, main, conduit, lighting, flue, methane mitigation Improvement and any other equipment, fixtures, machinery, system or apparatus which benefits the entire Building.

2.20 "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

2.21 "City" shall mean the City of Costa Mesa, the City in which the Project is located.

2.22 "Commercial Vehicles" shall mean any truck or vehicle that is primarily used or maintained for the transportation of persons for hire, compensation, or profit (e.g., taxi or limousine), or is designed, used, or maintained primarily for the transportation of property, or requires a specialized driver's license (e.g., a California Class A, Class B or commercial Class C licenses). A "Commercial Vehicle" is also any truck or vehicle that (a) has more than (2) axles, (b) is longer than twenty-one (21) feet in length from bumper to bumper, (c) exceeds 10,000 pounds gross vehicle weight rating, and/or (d) is not used for personal transportation.

2.23 "Common Area" shall mean the volume of airspace described in a Condominium Plan for each Phase in which Condominiums are located which shall be owned by Owners in each Phase as tenants-in-common. The Common Area will consist of a three-dimensional volume of airspace located above the Buildings within a Phase as described in a Condominium Plan, and is bounded by and contained within the following boundaries: the upper vertical boundary extends infinitely into the heavens; the lower vertical boundary is one hundred feet (100.0') above the lowest finished grade elevations shown on the Condominium Plan; and the lateral boundaries are vertical planes at the limits of the horizontal dimensions of the Condominium Units within a Phase. All Common Area will consist solely of a volume of airspace as shown and described in the respective Condominium Plan. Any references in this Declaration to "Common Area" are references to the Common Area as a whole and to portions thereof. The Common Area identified in a particular Phase constitutes the undivided interest-in-common in a portion of real property held by the Owners in that particular Phase, all in accordance with California Civil Code Section 4125. The term "Common Area" shall also mean any property described as Common Area in a Declaration of Annexation.

2.24 "Common Expenses" shall mean and include the actual and estimated expenses of operating and Maintaining the Project and Improvements, as set forth in this Declaration, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated as Common Expenses by or pursuant to the Project Documents.

2.25 "Conditions of Approval" shall collectively refer to any and all conditions approved and adopted by the City for the Project including, but not limited to, Resolution No. 2024-119, which is incorporated herein by reference.

2.26 "Condominium" refers to an estate in real property consisting of: (a) a separate interest in a Condominium Unit; (b) an undivided fractional fee interest in the Common Area; (c) rights and easements to EUA designated to a Condominium Unit (if any); and (d) all easements

exclusive and non-exclusive appurtenant thereto, as provided in this Declaration, as may be shown on a Condominium Plan, and/or on the Map.

2.27 "Condominium Plan" shall mean the recorded condominium plan for a Phase consisting or (a) a description or survey map of a Phase or portion thereof, which shall refer to or show monumentation on the ground, (b) a three dimensional description of the Phase or a portion thereof, one or more dimensions of which may extend for an indefinite distance upwards or downwards in sufficient detail to identify Association Property, Common Area, Exclusive Use Areas and each Condominium Unit, and (c) a certificate consenting to the recordation thereof signed and acknowledged by the record owner of fee title to the real property within the Phase or portion thereof, by either the trustee or the Mortgagee of each recorded Mortgage encumbering the Phase or portion thereof, if any. Condominium Plans may be recorded for future phases over any portion of Annexable Property at the discretion of Declarant and shall not constitute an amendment to any Condominium Plan. Any Condominium Plan for a Phase may be corrected by Declarant without approval of the Association or any Owner to correct any technical, mathematical, information and/or typographical errors. Otherwise, amendments to a Condominium Plan must comply with the law including, but not limited to, California Civil Code Section 4295, as amended from time to time.

2.28 "Condominium Unit" shall mean that portion of a Building which is shown on a Condominium Plan as an individually numbered space and which shall constitute a "separate interest," as defined in California Civil Code Section 4185. The boundaries of each Condominium Unit shall be to the interior unfinished surfaces of the perimeter walls, floors, ceilings, doors and windows. Each Condominium Unit includes the airspace encompassed by its boundaries but does not include load bearing walls and walls containing utility conduits. Utility systems and components, fixtures and appliances located within the boundaries of a Condominium Unit, and which service only that Condominium Unit, are also part of a Condominium Unit. Garage doors and garages that are attached to and accessed from a Condominium Unit (shown on the Condominium Plan as an individually numbered space with the letter "G" or the word "Garage"), if any, are included in the definition of a "Condominium Unit." The approximate dimensions of each Condominium Unit are shown on the Condominium Plan; however, the existing physical boundaries of a Condominium Unit as originally constructed or as reconstructed shall be conclusively presumed to be its boundaries.

2.29 "County" shall mean the County of Orange, California, the County in which the Project is located.

2.30 "Declarant" shall mean Meritage Homes of California, Inc., a California corporation, its successors and assigns, if such successors and assigns are assigned the rights of Declarant pursuant to Section 16.10 hereof or if such successor or assign is a mortgagee acquiring Declarant's interest in the Project, or any portion thereof, by foreclosure or by deed in lieu of foreclosure. The term "Declarant" shall also mean any person or entity if (a) a notice signed by a Declarant and such person or entity has been recorded in the Official Records in which such person or entity assumes the rights and duties of Declarant to some portion of the Project or (b) such person or entity acquires all of the Project then owned by a Declarant which must be more than one (1) Condominium. There may be more than one Declarant at any given time. Unless otherwise expressly provided in this Declaration, all actions that may be taken by Declarant may be chosen

by Declarant in its sole discretion. Declarant is a "builder" as defined in California Civil Code Section 6000, a "Declarant" as defined in California Civil Code Section 4130, and a "subdivider" as used in the regulations of the DRE.

2.31 "Declaration" shall mean this "Declaration of Covenants, Conditions and Restrictions for The [Project Title]," and any amendments, modifications or supplements thereto.

2.32 "Declaration of Annexation" shall mean and refer to those certain declarations of covenants, conditions and restrictions or similar instruments, annexing any or all of the Annexable Property (defined herein) and extending the plan of this Declaration to that real property as provided in Section 3.8 of this Declaration. The Declaration of Annexation shall (a) describe the portion of real property to be annexed; (b) describe any Association Property with the property to be annexed; (c) set forth the ownership of any such Association Property; (d) specify that all of the covenants, conditions and restrictions of this Declaration shall apply to the annexed real property in the same manner as if it were originally covered by this Declaration; and (e) include any additional terms, provisions, easements or conditions that may be applicable to the real property and Improvements described in the Declaration of Annexation. A Declaration of Annexation may include additional terms, provisions, easements, restrictions or conditions that cover all or a portion of the Project described in the Declaration of Annexation in order to supplement, modify, or clarify conditions, covenants, restrictions or easements established under this Declaration. The provisions of any Declaration of Annexation may impose such additional, different or more restrictive conditions, covenants, restrictions, land uses and limitations as Declarant may deem advisable, taking into account the particular requirements of the real property encumbered thereby. In the event of any conflict between the provisions of this Declaration and the provisions of a Declaration of Annexation, this Declaration shall control.

2.33 "Design Guidelines" shall refer to architectural rules, regulations and guidelines that may be adopted by the ACC, in its sole discretion. The Design Guidelines may impose specific requirements on individual Parcels and/or Condominium Units if those requirements are reasonable in light of specific topography, visibility or other factors and address any modifications or additions of any Building and structures including, but not limited to, fences, trellises and sunshades. Design Guidelines, if adopted, repealed and/or modified pursuant to California Civil Code Section 4340, *et seq*., shall constitute "Association Rules."

2.34 "Dispute Resolution Declaration" shall refer to the "Notice of Alternative Non-Adversarial and Dispute Resolution Procedures for The [Project Title]," recorded in the Official Records, as may be amended, supplemented or modified, against the Project and which shall govern any and all claims and disputes against Declarant with respect to the Association, Owners, Condominium Units and Association Property.

2.35 "DRE" shall mean the California Department of Real Estate, and any successor entity, agency, department, bureau, commission and/or council.

2.36 "Eligible First Mortgagee" shall mean an Eligible First Mortgagee, who has sent written notice to the Association, stating both its name and address and the address of the Condominium Unit it has the Mortgage on. An "Eligible First Mortgagee" shall include any holder (including FHLMC and FNMA), insurer (including FHA), guarantor (including VA) of a First

Mortgage on a Condominium Unit or other portion of the Project, or an "Institutional Mortgagee" as defined below. Where any provision of this Declaration requires the approval of an Eligible First Mortgagee, the approval of the holder, insurer or guarantor of that First Mortgage shall be deemed to be the required approval. An Eligible First Mortgagee is entitled to written notice from the Association of any or all of the events specified in Section 13.8 of this Declaration.

2.37 "Exclusive Use Area" or "EUA" shall mean those portions of the Building or Association Property which are shown on a Condominium Plan or as set forth in this Declaration and set aside for the exclusive use of a Condominium Unit Owner, if any.

2.37.1 "Balcony" shall mean each portion of the Building located on the second floor which is shown on the Condominium Plan as an individually numbered space with the letter "B." The perimeter boundaries of each Balcony are to the interior unfinished surfaces of the fences and/or railings and to the exterior finished surfaces of any walls enclosing the Balcony. The vertical boundaries of each Balcony are to the interior unfinished surface of the floor and to a horizontal plane extended from the ceiling of the Condominium Unit which adjoins the Balcony. The approximate dimensions of each Balcony are shown on the Condominium Plan. Each Balcony includes the airspace encompassed and any storage areas within its boundaries.

2.37.2 "Patio" shall mean each portion of Association Property on the first floor shown on the Condominium Plan as an individually numbered space with the letter "PA." The perimeter boundaries of each Patio are to the interior unfinished surfaces of the walls and gates, and to the exterior unfinished surfaces of any walls and gates enclosing the Patio. The vertical boundaries of each Patio are to the interior unfinished surface of the floor and to a horizontal plane extended from the ceiling of the Condominium Unit which adjoins the Patio. The approximate dimensions of each Patio are shown on the Condominium Plan. Each Patio includes the airspace encompassed within its boundaries.

2.37.3 "Porch" shall mean each portion of the Building on the first floor which is shown on the Condominium Plan as an individually numbered space with the letter "P." The perimeter boundaries of each Porch are to the interior unfinished surfaces of the walls and to the exterior unfinished surfaces of any walls enclosing the Porch. The vertical boundaries of each Porch are to the interior unfinished surface of the floor and to a horizontal plane extended from the ceiling of the Condominium Unit which adjoins the Porch. The approximate dimensions of each Porch are shown on the Condominium Plan. Each Porch includes the airspace encompassed within its boundaries. Porches are intended to be those covered outside areas of the Building that are on the first floor of the Condominium Unit leading to the main entry door.

2.37.4 "Solar Energy System" shall mean the roof-mounted solar photovoltaic system and other equipment (including, but not limited to, solar arrays, panels, poles, platforms, all mechanical equipment, inverters, ducting, electrical connections, piping, wiring, conduits, framing, anchors and all other components necessary for the operation and function of the system) installed on a Building which exclusively serves a Condominium Unit.

2.37.5 "Utilities" shall collectively refer to any and all utilities, pipes, wires, conduits, and equipment which exclusively serves a Condominium Unit, wherever it may be located or installed within Association Property, including any walls of a Condominium Unit. This Utilities EUA shall include, but not be limited to, the heating, ventilation and air conditioning equipment (HVAC) which exclusively serves a Condominium Unit including the condenser unit, the platform upon which the condenser is located, all mechanical equipment, and all wires, conduits, pipes and ducting leading up to and through the exterior surface of the Building, the fire sprinkler systems (including fire sprinkler heads), water and plumbing and electrical pipes, conduits, wires, connectors and switches located in the walls of the Condominium Unit or outside of the Building.

2.38 "FHA" shall mean the United States Department of Housing and Urban Development, Federal Housing Administration.

2.39 "FHLMC" shall mean the Federal Home Loan Mortgage Corporation.

2.40 "Final Public Report" shall mean the final subdivision public report issued by the DRE or any successor state agency pursuant to the Subdivided Lands Act (California Business & Professions Code Section 11000, *et seq*.) as it may be amended from time to time.

2.41 "FNMA" shall mean the Federal National Mortgage Association.

2.42 "Homeowner's Manual" shall mean the documents provided to original Owners by Declarant, as may be updated and amended from time to time, that pertain to Improvements within a Condominium Unit including, but not limited to, fixtures, appliances, windows, siding, landscaping, *etc*., originally installed by Declarant, and which sets forth obligations, procedures, operation and schedules pertaining to certain products manufactured by others and installed on the Condominium Unit, including warranty terms, usage instructions, Maintenance Obligations and schedules for the Owner to Maintain the Improvements for which an Owner is responsible. Each Owner shall be responsible to ensure that the subsequent purchaser of such Owner's Condominium Unit is aware of and is given the Homeowner's Manual.

2.43 "Improvements" shall mean all structures and improvements on the Project, including, but not limited to, buildings, outbuildings, underground installations, slope, grading, roads, curbs, gutters, storm drains, utilities, driveways, parking areas, fences, walls, screening walls and barriers, retaining walls, stairs, decks, swimming pools, spas, saunas, painting, light standards, sound equipment, windbreaks, plantings, shrubbery, landscaping, irrigation system, drainage ditches, streets, street lighting, monuments, and other works of Improvement as defined in California Civil Code Section 8050, excluding only those Improvements, or portions thereof, that are dedicated to the public or a public or quasi-public entity or utility company, and accepted for Maintenance by the public, such entity or utility company.

2.44 "Initial Property" shall mean Condominium Units 1 to 8, inclusive, Common Area and Association Property, located on a portion of Parcel 1 of the Map, as shown on the Condominium Plan for Phase 1.

2.45 "Institutional Mortgagee" shall mean a First Mortgagee that is (a) a federally or state chartered or licensed bank or savings and loan association; (b) a mortgage company or other

entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property or investing in such loans; (c) an insurance company; (d) a federal or state agency or instrumentality including, without limitation, FNMA and FHLMC; or (e) an insurer or governmental guarantor of a First Mortgage including the FHA and the VA.

2.46 "Land Banker" shall refer to MTHCALV-I Santa Ana Street, LLC, a Delaware limited liability company, its successors and assigns, or if such successor or assign is a mortgagee acquiring Land Banker's interest in the Project by foreclosure or by deed in lieu of foreclosure if such successors and assigns are assigned the rights of Land Banker in writing and recorded against the Parcels (or portions thereof) owned by Land Banker. Because Land Banker will own and convey real property to Declarant under the Purchase Agreement as development of the Project progresses, any references in this Declaration or Declaration of Annexation to the sale or conveyance of Condominiums or similar terms shall refer to the purchase of a Condominium to a homebuyer requiring a Final Public Report, and not a sale, conveyance or transfer of real property from Land Banker to Declarant under the Purchase Agreement.

2.47 "Maintain," "Maintaining," "Maintained" or "Maintenance" shall mean taking all actions reasonably necessary and the exercise of reasonable care to keep the Buildings, Condominium Units, roads, landscaping, lighting, storm water bio-retention areas, and other related Improvements and fixtures in first class condition and repair in a state similar to their original condition, normal wear and tear excepted, and includes "repair and replace." The actions to be taken include, but are not limited to, regular inspections, painting, Maintenance, refinishing, repairing, replacing and reconstructing the Improvement, and in the case of landscaping, irrigating, fertilizing, and other garden practices necessary to promote a healthy, weed free environment for optimum plant growth. Owners shall have no responsibility to Maintain any Improvement Maintained by a third party or the public or quasi-public entity or utility company even if the third party or the public or a quasi-public entity or utility company fails to perform all actions required by this Declaration.

2.48 "Maintenance Obligations" shall mean the Owner's or Association's obligation to perform: (a) all reasonable Maintenance consistent with the terms of the any Maintenance manual provided by Declarant, any Maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any Maintenance obligations and schedules otherwise provided to the Owner or Association by Declarant or any manufacturer, as applicable; (b) any commonly accepted Maintenance practices to prolong the life of the materials and construction of all Parcels, Condominium Units and Improvements; and (c) any Maintenance Obligations and requirements set forth in this Declaration, as amended and updated from time to time.

2.49 "Map" shall refer to the final map of "Tract No. 19290," filed for record on _____, 20___, in Book _____ of Maps, at Pages ___ to ___, inclusive, in the Official Records, as may be amended from time to time, and incorporated herein by reference.

2.50 "Member" shall mean a person or entity holding a membership in the Association as provided herein. Each Owner shall constitute a Member. If there is more than one Owner per Condominium Unit, the co-owners collectively shall constitute a single Member.

2.51 "Member in Good Standing" shall mean an Owner who is not delinquent in payment of Assessments, is not in violation of any provision of the Project Documents, and/or does not otherwise have any disciplinary action pending between said Owner and the Association, as further identified in the Bylaws.

2.52 "Model Units" shall mean those Condominium Units within the Project which are initially used by Declarant for the sole purpose of marketing other Condominiums constructed by Declarant and such Condominium Units are not initially occupied or used for residential purposes. It is intended and anticipated that the sale of the Model Units, which shall be open to the viewing public during business hours while the sales period is active, will be in the last Phase of the Project.

2.53 "Mortgage" shall mean a mortgage or deed of trust encumbering a Condominium Unit or other portion of the Project. A "Mortgagee" shall include the beneficiary under a deed of trust and any guarantor or insurer of a Mortgage. "First Mortgagee" is one having priority over all other Mortgages or holders of Mortgages encumbering the same Condominium Unit or other portion of the Project.

2.54 "Notice of Lien" shall mean a notice of delinquent Assessment recorded as a lien against a Condominium Unit for the Owner's failure to pay Assessments as set forth in this Declaration.

2.55 "Official Records" shall refer to the Official Records of the Orange County Recorder's Office, State of California.

2.56 "Owner(s)" shall mean the record holder or holders of title, if more than one, to any Condominium Unit in the Project. "Owner" includes Declarant and Land Banker, except where specified as mutually exclusive. This shall not include contract sellers or persons or entities having any interest merely as security for the performance of an obligation. If a Condominium Unit is sold under a recorded contract of sale (or a recorded memorandum of such contract), the purchaser, rather than the fee Owner, shall be considered the "Owner."

2.57 "Parcel" shall mean any Parcel or Lot, as shown on the Map, and any other parcel of land designated as "Parcel" or "Lot" in any recorded supplement to the Declaration or in any Declaration of Annexation.

2.58 "Permitted Parking Areas" shall mean garages and open/guest parking spaces that are designed and established for the parking of Authorized Vehicles. Permitted Parking Areas may also include those areas determined to be such areas by the Board of Directors as part of the Association Rules. "Permitted Parking Areas" **do not** include sidewalks, garage aprons, emergency vehicle access road, alleys, streets marked with "No Parking" signs and/or red-painted curbs, or areas in the adjacent neighborhoods. Specifically, the curbs adjacent to the drive aisles (private alleys) shall be painted red to prohibit parallel parking in the drive aisles. There are no driveways for any Condominium Units in the Project on which vehicles are allowed to park, and there will be limited open/guest parking spaces. Use of the Permitted Parking Areas is described in Section 4.23 of this Declaration.

2.59 "Phase" shall mean any Parcels, Condominiums, Buildings, Common Area, Association Maintenance and/or Association Property which are made subject to the provisions of

this Declaration either by recording this Declaration or by recording a Declaration of Annexation; provided, a single Declaration of Annexation may establish more than one Phase in accordance with the terms of that Declaration of Annexation.

2.60 "Prohibited Vehicles" shall include, but not be limited to, non-motorized vehicles, trailers or motorized vehicles that exceed 7 feet in height, 7 feet in width, and 19 feet in length (unless otherwise defined as a Commercial Vehicle above), and any vehicle intended for recreation purposes including attached camper bodies, motor homes, mobile homes, boats, land conveyances, vessels and aircraft that exceed 18 feet in length. The Board shall have the discretion to modify, amend or change the definition of "Prohibited Vehicles" through Association Rules so long as the minimum standards set forth in Section 4.23 of this Declaration are satisfied.

2.61 "Project" shall mean the Initial Property, and the portions of Annexable Property brought within the jurisdiction of the Association, including any structures and Improvements erected or to be erected thereon, all in accordance with this Declaration.

2.62 "Project Documents" shall mean and include this Declaration, as amended from time to time, the exhibits, if any, attached hereto, together with the other basic documents used to create and govern the Project, including the Map, Conditions of Approval, Articles, Bylaws and Association Rules. The Project Documents **do not** include the Dispute Resolution Declaration defined below.

2.63 "Quorum" shall mean more than fifty percent (50%) of those entitled to act. With respect to the imposition of certain Assessments, a Quorum necessary for the imposition of Regular and Special Assessments set forth in ARTICLE IX shall be more than fifty percent (50%) of the Members of the Association, as set forth in California Civil Code Section 5605.

2.64 "Remainder" shall mean and refer to the three-dimensional volume of land and airspace consisting of portions of the Map, excepting therefrom, the Initial Property. Remainder is not part of the Initial Property. "Remainder" shall also mean those portions of the Map, depicted and described on separate and distinct Condominium Plans for future Phases. Condominium Plans may be recorded for future phases over Remainder at the discretion of Declarant and shall not constitute an amendment to the Condominium Plan. Remainder shall be consistent with the meaning of "Three-Dimensional Portion" as used in California Government Code Section 66427, as the same may be amended from time to time.

2.65 "Right to Repair Act" shall refer to California Civil Code Sections 895-945.5, as may be amended from time to time.

2.66 "VA" shall mean the United States Department of Veteran's Affairs.

2.67 "Water Quality Management Plan" or "WQMP" shall refer to the Water Quality Management Plan approved by the City. The WQMP shall be consistent with the requirements of Section 7 and Exhibit 7.II of the County Drainage Area Management Plan (DAMP) for new developments, and shall identify potential sources of pollutants during the long-term on-going maintenance and use of the Project that could affect the quality of storm water runoff from the Project, shall define source control, site design, and treatment control (if applicable) BMPs to control or eliminate the discharge of pollutants into the surface water runoff, and provide a

monitoring program to address the long-term implementation of and compliance with the defined BMPs.

ARTICLE III

PROPERTY RIGHTS

3.1 Association Property. Title to or a legal ownership interest in Association Property shall be conveyed to the Association prior to or concurrently with the conveyance of the first Condominium Unit within a particular Phase to an Owner. The Association shall be deemed to have accepted the Association Property conveyed to it when (a) a grant deed conveying title to the Association Property has been recorded in the Official Records, and (b) Assessments have commenced pursuant to ARTICLE IX of this Declaration. Association Property shall be Maintained by the Association as provided in ARTICLE V of this Declaration. When Association Property is conveyed by Declarant, an easement shall be deemed automatically reserved over the Association Property in favor of Declarant for drainage and encroachment purposes and for ingress and egress from the Association Property for the purpose of completing Improvements thereon or for the performance of necessary repair work. Said easement in favor of Declarant shall automatically terminate ten (10) years after the sale of the last Condominium Unit covered by this Declaration.

3.2 Association Maintenance Areas. The Association shall be and is hereby conveyed non-exclusive easements to the Association Maintenance Areas prior to or concurrently with the conveyance of the first Condominium Unit within a particular Phase to an Owner. Association Maintenance Areas shall be Maintained by the Association as provided in ARTICLE V of this Declaration. When Association Maintenance Area is conveyed by Declarant, an easement shall be deemed automatically reserved over the Association Maintenance Area in favor of Declarant for drainage and encroachment purposes and for ingress and egress from the Association Property for the purpose of completing Improvements thereon or for the performance of necessary repair work. Said easement in favor of Declarant shall automatically terminate ten (10) years after the sale of the last Condominium Unit covered by this Declaration.

3.3 Common Area. Each Owner of a Condominium shall be conveyed an equal undivided interest in the Common Area as a tenant-in-common with the other Owners of Condominiums in the same Phase, excluding the Condominiums. The tenancy-in-common interest to be conveyed with each Condominium shall be determined by a fraction, the numerator of which is one (1) and the denominator of which is the total number of Condominiums within that particular Phase. Owners of Condominium Units in Phase 1 shall each have a one-eighth ($1/8^{th}$) interest in the Common Area as tenants-in-common. The specific interests in the Common Area for Condominiums in each Phase to be conveyed to the Owners within that Phase shall be specified in the Declaration of Annexation for that particular Phase.

3.4 Exclusive Use Areas. Except as limited by other provisions in this Declaration, the Map and/or Condominium Plan, each Owner of a Condominium shall have an exclusive right and easement for the use, possession and enjoyment of the EUA applicable to his/her Condominium Unit designated on the Condominium Plan which bears the number that corresponds to that of his/her Condominium Unit, and any other areas defined as EUA in this Declaration or any

Declaration of Annexation, all of which shall be appurtenant to and pass with title to the Owners' Condominium. All easements to EUA are subject to the right of the Association to enter in and upon the EUA as provided by and in accordance with the limitations upon such right as set forth in this Declaration.

3.5 Non-severability of Common Area. The interests in Common Area cannot be changed after conveyance of the first Condominium in a Building within a Phase. The undivided interests in Common Area, the fee title to the respective Condominium Units conveyed therewith and the easements appurtenant thereto are not separable and may not be separately conveyed unless the Condominium Plan is amended in accordance with California Civil Code Section 4295. If the Condominium Plan is amended, any conveyances necessary to cause ownership interests to conform to the amended Condominium Plan shall not violate this section. Each undivided interest in the Common Area and each easement appurtenant to the Condominium shall be deemed to be conveyed or encumbered with the respective Condominium even though the description in the grant deed or other instrument of conveyance or encumbrance may refer only to the Condominium. The ownership interests in the Common Area and Condominiums described herein are subject to the easements described, granted and reserved in this Declaration. Each of the easements described, granted and reserved herein shall be enforceable as equitable servitudes and covenants running with the land for the use and benefit of the Owners and their Condominiums superior to all other encumbrances applied against or in favor of any portion of the Project with respect to the operation and management of the Project.

3.6 Non-severability of Membership. Every Owner of a Condominium Unit which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium Unit which is subject to Assessments.

3.7 Partition Prohibited. Except as provided in California Civil Code Section 4610, there shall be no judicial partition of Common Area or of any part thereof. Each Owner specifically waives and abandons all rights, interests, and causes of action for judicial partition of Common Area. Each Owner agrees that no action for judicial partition of Common Area shall be instituted, prosecuted or reduced to judgment, except in compliance with California Civil Code Section 4610. If a Condominium is owned by two or more Owners as partners, tenants-in-common, or joint tenants, or as community property, nothing contained in this Section shall be deemed to prevent a judicial partition of their co-ownership.

3.8 Annexation and Deannexation Rights. Real property may be annexed or deannexed pursuant to this Section.

3.8.1 Annexation Pursuant to Approval. Annexable Property may be added to the Project by Declarant and Land Banker as one or more subsequent Phases without the approval of the Association or any Owner if the annexation is in substantial conformance with the detailed plan of phased development submitted to the DRE with the Phase 1 Final Public Report application. Otherwise, any other Annexable Property not identified herein may be annexed to the Project only with the approval of two-thirds (⅔) of each class of Members other than Declarant; provided, however, any annexation made while there are

two (2) classes of membership requires the prior approval of the FHA and/or the VA, if either are First Mortgagees.

3.8.2 Procedure for Annexation. In addition to any required approval by Members, a final subdivision map(s) or final parcel map(s) and a Declaration of Annexation for the property to be annexed must be recorded. The Declaration of Annexation shall also provide that if and only if at the time of the first conveyance of a Condominium Unit in a Phase the Declarant has rented or leased Condominium Units in that Phase for a period of at least one (1) year after the most recent review of a budget for that Phase by the DRE, Declarant shall either issue a written commitment to pay or pay to the Association the following amount: an amount equal to that portion of the Regular Assessment which would have been attributable to each Condominium Unit in that Phase and which would have been allocable to reserves for replacement and deferred Maintenance of Association Property, Association Maintenance Areas and other Improvements had Regular Assessments in that Phase commenced at the time of the most recent review of a budget for that Phase. Such amount, if any, shall be paid to the Association prior to or concurrently with the first conveyance of a Condominium Unit in that Phase.

3.8.3 Proof Satisfactory to the DRE. In addition to the requirements set forth in Section 3.8.2 above, Declarant shall provide satisfactory proof to the DRE that the proposed annexation will not result in an overburdening of Association Property and/or Association Maintenance Areas, and that the proposed annexation will not cause a substantial increase in Assessments against existing Owners which was not disclosed in Final Public Reports under which prior Owners purchased their Condominium Units.

3.8.4 Effect of Annexation. After complying with the procedures for annexation and upon the commencement of Assessments for Condominium Units in the annexed Phase, Owners of Condominium Units in the annexed Phase shall be Members, shall be subject to this Declaration, and shall be entitled to use all Association Property and Association Maintenance Areas in the Project. The Association shall reallocate the Regular Assessments so as to assess each Owner in the Project for an equal and proportionate share of the Common Expenses of the Project. All Owners shall have ingress and egress to all portions of the Association Property and Association Maintenance Areas throughout the Project, subject to the provision of this Declaration, the Bylaws of the Association and the Association Rules in effect from time to time.

3.8.5 Deannexation. Subject to the restrictions, limitations and provisions of this Declaration, Declarant and Land Banker, or the Association may remove any property in the Project by executing and recording a Declaration of Deannexation. Declarant and Land Banker may deannex property only if (a) no escrows have closed on the annexed Phase, (b) no Assessments have commenced on any portion of the annexed Phase, (c) Declarant or Land Banker have not exercised any votes attributable to the annexed Phase, and (d) a Declaration of Deannexation is recorded in the same manner as the Declaration of Annexation was recorded. If the Association desires to deannex property within the Project, the approval of Members constituting at least two-thirds (⅔) of each class of Members is

required; provided, however, any deannexation made while there are two (2) classes of membership requires the approval of the FHA and/or the VA, if either are First Mortgagees.

3.9 Easements. In addition to any and all other easements contained in this Declaration, the Project shall be subject to the following easements:

3.9.1 Access Easements. There shall be reserved in favor of the Association and each Owner a non-exclusive easement over, upon and across the Project and each adjacent Condominium Unit. The access easement granted herein shall be for the purpose of carrying out the obligations set forth in this Declaration. There is also reserved in favor of the Association and each Owner non-exclusive easements over, upon and across the Project upon which walkways, paseos and other Improvements are constructed for pedestrian access to and from Condominium Units and Buildings.

3.9.2 Architectural Control Committee Easements. The ACC and its duly authorized agents and representatives shall have a non-exclusive right and easement as is necessary to perform its duties and obligations set forth in this Declaration, including the right to enter any Parcel, Building, or Condominium Unit, subject to the limitations contained in this Declaration.

3.9.3 Association Maintenance Easements. There shall be reserved in favor of the Association, an easement across, over, in and on any Condominium Unit to Maintain any Association Maintenance Areas as set forth in this Declaration.

3.9.4 BMP Right of Entry. A non-exclusive easement over and upon any portion of the Project is hereby reserved in favor of the City, the Regional Water Quality Control Board, and their respective representatives, for the purposes of verification of proper operation and maintenance for storm water BMPs in accordance with the WQMP.

3.9.5 Clustered Mailbox Easements. Declarant reserves non-exclusive easements over, across and upon the Project for (a) placement of mailbox clusters in locations required by the United States Postal Service and local governmental agencies with jurisdiction over the Project; (b) delivery, deposit and pickup of United States mail; and (c) access to and Maintenance of the mailbox clusters by the Association. The actual locations of the easements referred to herein shall be determined by the as-built location of each mailbox cluster. The easements reserved hereby are appurtenant to each Condominium Unit in the Project, as necessary to ensure the Owner's reasonable access to their respective mailboxes.

3.9.6 Declarant's Reservation of Easements. Declarant hereby reserves easements over each Parcel, Condominium Unit and/or Association Property for common driveway purposes, for drainage and encroachment purposes, for ingress and egress from buildings for the purpose of completing Improvements thereon, for the performance of necessary repair work and for compliance with requirements of any governmental agency, for the purposes of reasonable ingress and egress from, over and across the Project, including private roads and pathways; and for inspection of the Association Property, and each Condominium Unit to ensure that the Project and all Improvements thereon are being Maintained in accordance with the provisions of this Declaration. Said easements in favor

of Declarant shall automatically terminate ten (10) years after the conveyance of the last Condominium Unit.

3.9.7 Drainage Easements. There shall be non-exclusive drainage easements in favor of the Association over, across and upon each Parcel and each Building for the conveyance of storm water and drainage through pipes, outlets, downspouts and conduits, no matter where located.

3.9.8 Easements for Utilities and Maintenance. Easements over and under the Project for the installation, repair and Maintenance of electric, telephone, water, and sanitary sewer lines and facilities, heating facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping, as shown on the Map and/or as installed or constructed, and as may be hereafter required or needed to service the Project, are hereby reserved by Declarant and its successors and assigns, including the Association and appurtenant utility companies, together with the right to grant and transfer the same. No Owner or occupant shall commit any act that would interfere with the operation of any drainage system (including drainage swales, filterra systems, bioretention areas, *etc*.) installed in the Project.

3.9.9 Easements on the Map. The Project is subject to the easements and rights of way shown on the Map. Limitations on the construction and installation of Improvements within the easements and rights of way set forth on the Map are as outlined on said Map and incorporated herein by reference as if set forth in full.

3.9.10 Encroachment Easements. There shall be an easement in favor of the Association and each Owner over any adjoining Parcel or Association Property for the purpose of accommodating any encroachment due to minor engineering errors, minor errors in original construction, settlement or shifting of the Building, Condominium Unit, or any other cause. There shall be valid easements for the Maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjacent Association Property due to minor engineering errors, minor errors in construction, or settlement or shifting of the Condominium Unit, shall be permitted and that there shall be valid easements for the Maintenance of said encroachments so long as they shall exist.

3.9.11 Fire System Easements. Each Owner of a Condominium is granted a non-exclusive easement over and across those portions of Building for a Fire System Easement. The Fire System Easement shall be generally located within the interior perimeter walls of each Condominium Unit, and shall be used solely for the purpose of accommodating, Maintaining and using the lines and conduits for the fire sprinkler system serving individual Condominium Units, as applicable or necessary. Each Owner shall be solely responsible to Maintain the lines and conduits for the fire sprinkler system (including

fire sprinkler heads). The Association shall have a discretionary right to enter any Condominium Unit to inspect the fire sprinkler system to ensure proper Maintenance.

3.9.12 Owners' Easements. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Association Property and Improvements located thereon, including ingress and egress to and from his/her Condominium Unit, as applicable. Each such non-exclusive easement shall be appurtenant to and shall pass with the title to the Condominium, subject to the following provisions:

(a) Section 10.2 of this Declaration authorizes the Board to impose monetary penalties, temporarily suspend an Owner's rights as a Member of the Association or other impose appropriate discipline for failure to comply with the Project Documents provided that the established procedures are followed for Notice and Hearing which satisfy the minimum requirements of California Corporations Code Section 7341 with respect to the accused Member before a decision to impose discipline is reached. These procedures are set out in Article XIII of the Bylaws.

(b) The right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two thirds (⅔) of the Members agreeing to such dedication or transfer has been recorded, provided, however, that no such dedication shall impair the ingress and egress to any Condominium Unit.

3.9.13 Reciprocal Maintenance Easements. Each Owner shall have a reciprocal non-exclusive maintenance easement over and across such portions of any adjacent or contiguous Condominium Unit or Association Property as is necessary to Maintain the Condominium Unit and/or any Improvement(s) including, but not limited to, utilities, pipes, wires, conduits, landscaping and irrigation.

3.9.14 Storm Drainage Generally. In addition to storm drain easements specifically identified on the Map or in this Declaration, there are reserved and granted for the benefit of each Building and Parcel over, under, across and through the Project, except for portions of the Project on which a structure is situated, non-exclusive easements for surface and subsurface drains and the flow of storm waters in accordance with natural drainage patterns and the drainage patterns and Improvements installed or constructed by Declarant in accordance with the WQMP.

3.9.15 Right of Entry. The Board may authorize its agents and employees to enter upon or in any Condominium Unit when necessary in connection with any Maintenance, landscaping or construction for which the Association is responsible, to effect emergency repairs, to effect necessary repairs which the Owner has failed to perform as required by this Declaration, or to inspect and/or make a determination whether an Owner is complying with the provisions of this Declaration. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired

by the Board at the expense of the Association. Except in case of emergencies, twenty-four (24) hour advance notice shall be given to the Owner or occupant.

3.9.16 Telecommunications Easement. There shall be reserved over the Project a telecommunications easement in favor of the City, telecommunications company or any franchisee for the installation and use of telecommunication equipment, conduits and facilities to serve the Project and any other properties.

3.9.17 Utility Chase Easements or UCEs. There shall be an easement across, under and through each Condominium Unit in each Building in which the Condominium Unit is located for the purpose of accommodating utility lines, pipes, wire and other conduits for the delivery of utility services to one or more or all of the Condominium Units within a Building. Unless performing Maintenance Obligations set forth in this Declaration, Owners and occupants of Condominium Units are strictly prohibited from altering, modifying or tampering with any lines, pipes, wires or other conduits located within these UCEs.

3.9.18 Easements in Favor of City. Declarant hereby grants to the City an easement to enter the Project for (a) access and maintenance of the on-site sewer lift station: (b) maintenance and repair rights over the Project for emergency access, and (c) drainage, utility, and storm water purposes as well as any related municipal purpose, including, without limitation, maintenance and repair. City shall provide reasonable notice to any affected Owner, except in the case of an emergency in which case such notice as is reasonable under the circumstances shall be provided. City must use reasonable efforts to minimize any interference with the operation or use of any Project by each Owner and/or occupant.

3.10 Provisions Restricting Delegation of Use. Any Owner may delegate their rights of use and enjoyment of the Project to the members of their family, their guests, tenants, employees, and invitees, and to such other persons as may be permitted by the Bylaws and the Association Rules, subject however, to this Declaration. However, if an Owner has sold his/her Condominium to a contract purchaser or has leased or rented it, the Owner, members of the Owner's family, guests, tenants, employees, and invitees shall not be entitled to use and enjoy any of such rights in the Project while the Owner's Condominium is sold to a contract purchaser or rented to tenants. Instead, the contract purchaser, or tenants, while occupying such Condominium Unit, shall be entitled to use and enjoy such rights and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenants were an Owner during the period of their occupancy. Each Owner shall notify the Secretary of the Association of the names of any contract purchasers of such Owner's Condominium or tenants of such Owner's Condominium Unit. Each Owner, contract purchaser, or tenant also shall notify the Secretary of the Association of the names of all persons to whom such Owner, contract purchaser, or tenant has delegated any rights of use and enjoyment and the relationship that each such person bears to the Owner, contract purchaser, or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owner for payment of Assessments or performance of the covenants, conditions and restrictions contained in this Declaration. Any lease, rental agreement or contract of sale entered into between an Owner and a tenant or contract purchaser of a Condominium shall

require compliance by the tenant or contract purchaser with all of the covenants, conditions and restrictions contained in this Declaration, which provision shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have a right to action directly against any tenant or contract purchaser of an Owner, as well as against the Owner, for nonperformance of any of the provisions of this Declaration to the same extent that such right of action exists against such Owner.

3.11 No Restriction on Owner's Right to Ingress and Egress. Except as allowed in Section 16.9 herein, there shall be no restriction upon any Owner's right to ingress and egress to his/her Condominium Unit, which right shall be perpetual and appurtenant to his/her ownership of a Condominium.

ARTICLE IV

USE RESTRICTIONS

4.1 Accessory Dwelling Units. If allowed by state law and local ordinance adopted by the City, Owners may be allowed to construct and install an Accessory Dwelling Unit in his/her Condominium Unit, provided that prior written approval of the Declarant (while it still owns a Condominium Unit in the Project) or the ACC (if established) under ARTICLE VI of this Declaration and written approval is obtained from the City. Owners are advised that Declarant, Land Banker, the Association, and the City do not promise, warrant or guarantee that an Owner shall be granted permission for construction and installation of an ADU. ADUs shall not be sold separate and apart from the primary Condominium Unit, shall only be used for residential purposes, and any uses of ADUs shall be subject to all of the provisions of this Declaration, including, but not limited to, the restrictions on parking (see Section 4.23 below), leasing (see Section 4.27 below), operating a business (see Section 4.29 below), and Maintenance (see ARTICLE V below).

4.2 Alterations. Except as otherwise specifically provided in this Declaration, no Alteration may be made to any Parcel, Condominium Unit or EUA until plans have been submitted and approved by the ACC, as set forth in ARTICLE VI of this Declaration. Declarant and Land Banker shall be exempt from obtaining approval from the ACC.

4.3 Animals. An Owner may keep a reasonable number (as may be determined by the Board in its sole discretion) of customarily uncaged household pets within the Owner's Condominium Unit. Each Owner may also maintain a reasonable number of small caged animals, birds or fish. No other animals are permitted in the Project. No animals may be kept for commercial purposes. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no pets may be kept on any Parcel, in any Condominium Unit or anywhere in the Project that results in an annoyance or nuisance to other Owners. The Association may prohibit the keeping of any animal that in the sole and exclusive opinion of the Board constitutes a nuisance to any other Owner. No pets shall be allowed in Association Property except as may be permitted by Association Rules. No dog shall enter Association Property except while on a leash that is held by

a person capable of controlling it. Owners shall prevent their pets from soiling any portion of the Association Property and shall clean up after their pets in the Association Property.

4.4 Antenna and Satellite Dish Equipment. No Owner shall install any Antenna Equipment (a) on any real property which such Owner is not entitled to exclusively use or control, as provided in any Antenna Laws, (b) in a particular location if, in the Association's or ACC's opinion, the installation, location or Maintenance of such Antenna Equipment unreasonably affects the safety of the Owners or any other person, or for any other safety-related reason established by the Association, or (c) that is of a size larger than is permitted under the Antenna Laws. Reasonable restrictions which do not significantly increase the cost of the Antenna Equipment or significantly decrease its efficiency or performance may be imposed. No Antenna Equipment may be installed on a Condominium Unit, except as follows: (i) Antenna Equipment that is one (1) meter or less in length or diameter or diagonal measurement, provided that the location, color and screening requirements shall be in accordance with any guidelines imposed by the Association or the ACC referenced in this Declaration, which guidelines shall comply with all applicable Antenna Laws; or (ii) Antenna Equipment not covered under subpart (i) above, the installation of which shall be approved in advance by the Association or ACC. Nothing herein shall be construed to restrict in any manner the Declarant's or government agency's right to authorize a cable television franchisee or other provider of similar services to provide cable television, radio or other similar services to the Project.

4.5 Burning. Propane, electric powered barbecues or other similar equipment may be used on Balconies, Patios and/or Porches, so long as such use does not create a nuisance to neighboring Condominium Units. Fire pits shall not be allowed on Balconies, Patios or Porches. No Owner or resident shall permit any condition to exist in his/her Condominium Unit, including, without limitation, trash piles or weeds, which create a fire hazard or is in violation of local fire regulations.

4.6 Compliance with Project Documents. Each Owner, contract purchaser, lessee, tenant, guest, invitee or other occupant of a Condominium Unit or user of the Association Property shall comply with the provisions of the Project Documents, including the Association Rules.

4.7 Disclosure – California Energy Commission Duct Sealing & Testing Requirement. Based on climate zone maps issued by the California Energy Commission **("*CEC*"),** the Project is located in a designated climate zone in which properties are subject to duct sealing and testing requirements set forth by the CEC. According to the CEC, most California homes have improperly sealed central air conditioning and heating system ducts such that approximately thirty percent (30%) of the conditioned air actually leaks outside the home. In order to combat this waste of energy and money, the CEC updated its residential duct sealing and testing requirements in the Building Energy Efficiency Standards (Title 24). Previously, such duct sealing and testing was required only in certain CEC-designated climate zones when a central air conditioner or furnace is installed or replaced. **The revised standards now make duct sealing and testing mandatory in all California climate zones when such a system is installed or replaced**. Ducts found to leak more than 15 percent or more must be repaired. Once a contractor tests and fixes these ducts, you must have an approved third-party verifier determine that the ducts have been properly sealed. The CEC cautions homeowners that a contractor who fails to obtain a required building permit and fails to test and repair your ducts "is violating the law and exposing you to additional costs and

liability." If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and may incur additional penalties and fines that have to be paid prior to selling your home. Remember that you have a duty to disclose whether you obtained required permits for work performed to prospective buyers and appraisers. Local governments may mandate more stringent requirements. Please note there are specific alternatives that allow high-efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. Please also be advised that there are separate regulations which govern duct insulation levels required by climate zone and HVAC system. For more information on these requirements, please contact the CEC or visit the official CEC's "Building Energy Efficiency Standards" portal at https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards.

4.8 Disclosure – Commercial/Industrial/Mixed Use Zoned Property. State law requires that the following notice be given: "The Project is located within one mile of a property that is zoned for commercial, industrial, or mixed use. This disclosure must be provided if a search of public records reveals even one parcel of property located within a one (1) mile radius of the Project that is currently zoned for commercial, industrial or mixed use whether or not that property is actually being used for such purposes."

4.9 Disclosure – Potential ERRC System. Declarant may be required by the City to install an Emergency Responder Radio Coverage system or "ERRC" system which requires radio coverage for emergency responders such as firefighters, police and paramedics, ensuring continuous and effective communication during emergencies. If installed, the ERRC system would include a speaker mounted on the roof of one or more of the Buildings, and if activated during an emergency may emit noises and announcements.

4.10 Disclosure – Supplemental Flood Hazard Zone. The Project is located within a flood hazard zone as designated by a local agency. Supplemental flood hazard zones are in addition to, or different from, areas mapped by the Federal Emergency Management Agency (FEMA) or the California State Office of Emergency Services. Flood hazard zones are areas which historically contain the conditions and type of topography and weather that makes it susceptible to localized flooding. Inclusion of the Project within a flood hazard zone may impact premiums and rates for insurance policies that an Owner or the Association may be required to obtain.

4.11 Disclosure – Train Tracks. Located along East Santa Ana Road which fronts the Project are railroad tracks primarily operated and maintained by Union Pacific Railroad but is also used by Amtrak and Metrolink for passenger train service. The streets used to exit and enter the Project are crossed by these railroad tracks. Thus, the streets leading in and out of the Project may be blocked by a train at any time during the day or night. Residents may expect to experience frequent delays accessing the Project. The railroad tracks may be utilized 24 hours per day, 7 days per week and do not follow any particular schedule, and the trains may be required to blow their whistles or blast their horns at their loudest decibel setting at every intersection, regardless of the time of day or day of the week. Such noise impacts may occur at any time of day or night and may cause significant sleep disturbance. Individual tolerance to noise and vibration caused by trains and these railroad tracks will vary by each individual and such noise and vibration may be considerably less tolerable at night to residents. Declarant has no control over, and no responsibility for, the use or scheduling of the trains and makes no representation or warranty on how noises and vibrations will impact residents of the Project.

4.12 Drainage. There shall be no alteration of the drainage patterns initially installed and constructed by Declarant including, without limitation, drainage swales, drain pipes, area drains, catch basins or connections thereto, and as established by the grading and natural course of surface and subsurface water run-off without the prior approval of the ACC, and any all necessary governmental approvals and permits. Drainage patterns, private storm drain lines and bio-retention areas shall not be altered or modified without prior approval from the City's Public Works Department.

This Declaration provides notice to the Association and each Owner to devote great care and attention to grading and to establish or Maintain positive drainage away from the entire foundation line of the Buildings. Positive drainage is achieved by shaping grades, establishing drainage "swales" or installing underground area drains. The swales and drains provide a receptacle and conduit to drain water away from the foundation, and the rear, side and front of the buildings to offsite drainage disposal. Swales also prevent drainage water from moving across Parcels or other property. This Declaration also provides notice to each Owner that if existing drainage swales established on or around your building are interrupted, blocked, filled, or otherwise altered serious damage can result. Drainage must not be allowed to pond in a yard or run against or under a building, foundation, garage floor, driveway or other Improvements. Serious damage may result even during a short period of time.

If a Condominium Unit or Building constructed by Declarant has a roof gutter system and downspouts which are directly connected to the Project's storm drainage system, the Condominium Unit and Building, as applicable, shall remain connected to the Project storm drainage system at all times; the Association and the Owners may not perform any Alteration which results in additional roof waters draining anywhere other than directly into the Project's storm drainage system.

4.13 Electrical Interference. No electrical or electronic devices, which may unreasonably interfere with television or radio reception of any Owner shall be located, used, or placed on any portion of the Project.

4.14 EV Charging Stations. Declarant may install an EV Charging Station (as referred to in California Civil Code Section 4745(d)) within the open/guest parking spaces in the Project, and if installed, the Association may charge a fee for use of the EV Charging Station. The costs of operating and Maintaining the EV Charging Stations, if installed, shall be part of the Regular Assessments payable by each Owner. Declarant may also install EV Charging Stations or pre-wiring for the installation of EV Charging Stations in each garage of a Condominium Unit, and each Owner shall be solely responsible for the Maintenance and costs of the EV Charging Station in his/her garage.

4.15 Exterior Apparatus. Notwithstanding the provisions of California Civil Code Section 4750.10, no exterior clotheslines or other outside clothes drying or airing facility shall be erected or Maintained on any Parcel, Condominium Unit or EUA in any location where the same would be visible from any street, Association Property or Condominium Unit. Further, no clothes washers, clothes dryers, refrigerators or freezers may be kept, stored, or operated from any exterior area of a Parcel, Condominium Unit or within EUA. Installation of umbrellas and outdoor furniture on Balconies, Patios and Porches may be limited and shall be subject to Association

Rules. Under no circumstances shall room additions or other appurtenances be allowed for any Condominium Unit.

4.16 Installation of Security Cameras. Subject to the approval of the ACC pursuant to ARTICLE VI of this Declaration, Owners may be allowed to install video cameras on the exterior of a Condominium Unit so long as the installation of such devices do not infringe, interfere or invade the privacy of neighboring Parcels, Condominium Units and residents, and utilize the exterior wall penetrations that existed when the Condominium Unit was constructed by Declarant. Additional video cameras will not be allowed to make new penetrations in the exterior walls and surfaces or be attached to the Building frame or structure.

4.17 Invitees. Each Owner shall be responsible for compliance with the provisions of this Declaration by the Owner's Invitees.

4.18 Liability of Owners for Damages. Each Owner shall be liable to the Association for all damages to the Association Property and/or Improvements thereon caused by such Owner, or any occupant or guest, regardless if that portion of said damage, if any, is fully covered by insurance of the Association. A Reimbursement Assessment (as set forth in ARTICLE IX of this Declaration) may be imposed on an Owner and his/her Condominium Unit for all damages to the Association Property. Liability of an Owner shall be established only after notice to the Owner and hearing before the Board, as set forth in Article XIII of the Bylaws.

4.19 Mailboxes. There shall be no exterior newspaper tubes or freestanding mailboxes placed on any Parcel, Building or Condominium Unit.

4.20 Mineral and Water Exploration. Owners are prohibited from exploring the Project for or to remove any water, oil, hydrocarbons or minerals of any kind.

4.21 No View Preservation. Pursuant to the Conditions of Approval, each Owner and resident of the Project are advised that the City does not have a view preservation ordinance and the views from each Condominium Unit and the Project may be and will be subject to change with maturing off-site landscaping (including trees), and the potential for future off-site buildings and other improvements.

4.22 Nuisances. No noxious, illegal or offensive activity shall be carried on upon any Parcel, Condominium Unit, Building, EUA, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or nuisance to or in any way interferes with the quiet enjoyment of each Owner's Parcel, Condominium Unit or the Association Property, or which may increase the rate of insurance for the Project or for any Condominium Unit, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building, structure or Improvement, or which will create a public nuisance. Likewise, uses and activities within the Project shall be conducted so as not to become obnoxious by reason of noise, odor, refuse, parking impacts, or Maintenance of grounds and in such a manner as will not detrimentally affect adjoining properties and uses.

4.23 Parking and Vehicle Restrictions. All parking within the Project (including enforcement of parking by the Association) shall comply with the requirements of the City, the Conditions of Approval applicable to parking, and this Declaration. The Association shall enforce

its respective parking restrictions by all lawful means, including the levying of fines, citing and/or towing of any violating vehicle. The owner of a violating vehicle shall be responsible for all costs incurred to remedy the violation, including, but not limited to, towing, citations and legal fees.

4.23.1 Garages.

(a) Each Owner shall keep his/her garage area in a neat and orderly condition with any storage areas completely enclosed. In no event shall household storage preclude the parking of Authorized Vehicles in the garage, or result in the parking of Authorized Vehicles in other Permitted Parking Areas.

(b) Garages are designed to hold two (2) Authorized Vehicles parked either side-by-side or in tandem. Garages may not accommodate the parking of two large vehicles. Each Owner shall ensure that the Owner's vehicles will fit into the parking spaces of such Owner's garage, as Owners are prohibited from parking in open/guest parking spaces within the Project.

(c) Garage doors shall be kept closed when not in use.

(d) Garages shall not be converted to ADUs (unless permitted pursuant to Section 4.1 above, and ARTICLE VI herein), living quarters, kitchens, workshops or storage which will preclude the parking of the number of Authorized Vehicles for which the garage was designed to hold.

(e) Each Owner and resident, by accepting a deed to a Condominium, consents to voluntary inspections of the garage by the Association and the City to verify compliance with this Declaration.

4.23.2 Parking. Parking within the Project is limited. There will be twenty (20) open/guest parking spaces within the Project, two (2) of which are handicapped parking spaces.

(a) Authorized Vehicles shall not be parked anywhere in the Project except in Permitted Parking Areas, as set forth in this Declaration. Signage shall be installed prohibiting parking on fire lanes, alleys, drive aisles and in front of garages.

(b) The parking or storage of recreation vehicles such as RVs, boats, trailers, fifth wheels, ATVs, or any Prohibited Vehicles in any Permitted Parking Area or anywhere in the Project is strictly prohibited.

(c) All open parking spaces within the Project are considered Association Property, and its use is subject to Association Rules. Owners and residents are prohibited from parking in any open parking spaces, and such spaces are only for visitor/guest parking only. The Association shall establish a parking permit program for the guest parking spaces. For purposes of this Section, "guest" shall be defined as a person(s) who is invited to visit a resident(s) or take part in a function organized at a Condominium Unit for a period of not more than seven (7) consecutive nights.

(d) There are no driveways and there shall be no vehicles parked on any apron or entry parallel to a garage door, or in any of the private alleys, temporary or otherwise.

(e) Commercial Vehicles shall not be parked within the Permitted Parking Areas or the Project except for purposes of loading or unloading, and then for periods not in excess of six (6) hours. This restriction shall not apply to Commercial Vehicles involved in construction activities in the Project or Commercial Vehicles owned and operated by persons providing services during the time when the services are being rendered.

4.23.3 Enforcement.

(a) In addition to the remedies available under Section 10.2 of this Declaration, the Association may establish and implement rules and procedures from time to time under the California Vehicle Code and other statutes for the issuance of citations for violations of parking or vehicle restrictions set forth herein, for enforcement of civil penalties resulting from such citations through government authorities, if applicable, and for the removal and towing of any vehicles based on, but not limited to, California Vehicle Code Section 22658.

(b) The emergency vehicle access road shall not be obstructed in any manner including by the parking of any vehicles, or the use of traffic calming devices such as speed bumps, speed humps or other configurations. Approved signs or other notices prohibiting the use of the emergency vehicle access road shall be installed and Maintained by the Association.

(c) The Board shall also have the authority to promulgate as part of the Association Rules such further rules and restrictions regarding parking and vehicles within the Project as may be deemed prudent and appropriate.

4.24 Post Tension Foundations. The foundations of Buildings may be post-tension foundations which are interconnected among clusters of Condominium Units. Post-tension foundations involve placing steel cables under high tension in the concrete slab serving as the foundations of Buildings. Owners shall NOT make any Alterations, modifications, sawing, cutting, piercing, or drilling into the foundation of any Condominium Unit which may damage, impair or affect the structural integrity of the foundation. Owners shall not make any Alterations, modifications or install any Improvements that affect the post-tension foundation without prior written approval of the City. A written opinion from an engineer duly licensed by the State of California and qualified in post-tension foundations is required prior to the commencement of any work and if an Owner is uncertain if any particular action will impact or affect the foundation. If the question or uncertainty arises in connection with a request for approval of Alterations pursuant to ARTICLE VI of this Declaration, an engineer shall be agreed upon by the Association and the Owner who has requested approval of the Alterations, and the engineer shall issue a written report/findings acceptable to the Association. The cost of the engineer shall be borne entirely by the Owner who is requesting approval of the Alterations.

4.25 Power Equipment and Car Maintenance. No non-electrically powered power equipment, workshops (other than workshops that can be housed in a garage without necessitating or resulting in the parking of Authorized Vehicles on the private streets or other Permitted Parking Areas in violation of Section 4.23, above) or major car maintenance (defined as any repair or other work on a car that takes in excess of two (2) hours to complete) of any nature shall be permitted on the Project without prior written approval of the Board. In deciding to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections. Nothing in this Section shall prohibit the use and storage of hand gardening tools reasonably necessary for routine household and yard Maintenance and upkeep.

4.26 Prohibition of Dumping Oil and Chemicals. Owners and residents are strictly prohibited from disposing of crank case oil and other chemicals in storm drains. Owners and residents are also cautioned in the practice of fertilizing and then over-watering lawns and landscaping resulting in run-off into the storm drains. Owners and residents shall exercise the best methods to prevent the disposal of crank case oil and other chemicals and run-off from over-watering lawns and landscaping because of the adverse environmental effects of such actions.

4.27 Rental of Condominium Units. Except where expressly prohibited by some other agreement or written instrument including, but not limited to, an owner occupancy agreement, Owners may lease or rent his/her Condominium Unit. However, no Condominium Unit may be rented or leased for transient or hotel purposes which shall include, but not be limited to, rental for any period less than thirty (30) days. All leases must be in writing and be expressly subject to the Project Documents, including the Association Rules, and the breach of any provision shall be a default under the lease or rental agreement. Subject to the foregoing restrictions, Owners shall have the right to lease their Condominium Unit, provided that the Board is notified of the name of the tenant and the duration of the lease. The Owner shall provide the tenant/lessee with a copy of the Project Documents.

4.28 Restrictions on Balconies, Patios and Porches. No storage of any kind shall be permitted on Balconies, Patios or Porches with the exception of normal and customary furniture and propane operated barbeques only. Owners shall not attach or secure any equipment to the walls enclosing Balconies, Patios and Porches, and there shall be no permanent ground floor covers on the Patios and Porches. In order to protect the surface of the Balcony, including the waterproof membrane surface, coasters shall be placed on all barbeque, table and chair legs, and the barbeque heat source shall be placed no closer than twenty-four inches (24") from the floor surface of the Balcony. Awnings, trellises and other large outdoor covers are prohibited, but stand up umbrellas and other outdoor furniture are allowed. Potted plants and planters must be raised off of the surface and coasters must be placed on all plant stand legs and wheels. Balconies shall not be used for storage, and personal items may not be draped over the railings. Owners must take appropriate precautions to prevent the waterproof membrane surface from being penetrated by sharp objects. If the waterproof membrane surface is damages, Owners must promptly notify the Association. If any repair or replacement was due to negligence or fault of an Owner or resident, the Association may impose a Reimbursement Assessment for the costs and expenses.

4.29 Restrictions on Business.

4.29.1 Generally. Except as may be allowed or restricted in this Declaration, or for uses on or within Condominium Units permitted by local ordinances or state or federal law, the construction of Improvements and the business of Declarant or Land Banker in completing the development and sale of Condominium Units in the Project, no Owner or other occupant of a Condominium Unit may undertake any activity in or on any Condominium Unit, nor use any portion of the Project for any business, commercial or non-residential purposes, nor for any other purpose that is inconsistent with the Project Documents. Such purposes including manufacturing, storage, vending, auctions, vehicle or equipment repair, entering into any lease or rental agreement under which the Condominium Unit would be occupied by numbers of persons in excess of the maximum occupancy permitted under applicable law, and transient occupancy of the Condominium Unit (such as hotel, inn, bed & breakfast, hostel, vacation rental, time-share or similar temporary lodging). Any lease or rental agreement for a term of fewer than thirty (30) days, and any lease or rental agreement pursuant to which the lessor provides any services normally associated with transient occupancy, shall be deemed to be for transient purposes and prohibited under this Declaration. All of the foregoing activities are prohibited whether they are engaged in full-time or part-time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed.

4.29.2 Exceptions. This Section shall not be interpreted to prohibit any of the following:

(a) The hiring of employees or contractors to provide Maintenance services that are consistent with the Project Documents;

(b) Rental or leasing of a Condominium Unit to Declarant for use as a sales office, Model Unit or parking area for any period of time;

(c) Exercise by Declarant and/or Land Banker of any rights reserved to them under this Declaration;

(d) Home-based business uses conducted solely within Condominium Units that are permitted by local ordinances or state statute, is compliant with all laws and regulations (including zoning, health and licensing requirements), no signage of the business is posted anywhere within the Condominium Unit, any building, or the Project, and such business uses are homogenous with the residential use of the Condominium Unit, and is free of adverse conditions to the residents of all other Condominium Units and the Project.

(e) The provision of in-home health care or assisted living services to any resident of the Condominium Unit;

(f) The provision of family home child care services as defined in California Health and Safety Code Section 1597.40, *et seq.*, as may be amended, so long as such services comply with all applicable state and local laws including, without limitation, licensing, inspection and zoning requirements;

(g) Small home-based service business that comply with all of the following:

(i) The operator of the business lives in the Condominium Unit on a permanent full-time basis;

(ii) When conducted within the Project, business activities take place solely inside the Condominium Unit;

(iii) The business does not generate in-person visits by suppliers or clientele;

(iv) The business complies with all laws, regulations and ordinances applicable to the Project including, but not limited to, zoning, health and licensing requirements;

(v) The business otherwise complies with the Declaration and is consistent with the residential character of the Project;

(vi) The operator of the business posts no business-related signage anywhere on the any building, Parcel, Condominium Unit or anywhere in the Project;

(vii) There is no visible evidence in the Project of the business;

(viii) The business does not generate noise or odors that are apparent outside the Condominium Unit; and

(ix) The business does not increase the Association's liability or casualty insurance obligation or premium.

(h) Other activities that have been determined by governmental authorities to be consistent with the single-family residential uses in the Project including, for example, residential care facilities that are operated in accordance with California Health and Safety Code Section 1566.5, as may be amended.

4.30 Restrictions on Smoking. Owners of Condominiums, and their residents and guests are prohibited from smoking cigars, cigarettes, hookah, pipes or other lighted or heated tobacco, vapes, e-cigarettes, or any other device intended for inhalation in any manner or in any form in the interior of the Condominium Unit. In addition, unless the Association establishes a designated smoking area within Association Property, there shall be no smoking in any Association Property area.

4.31 Signs and Flags. Subject to the provisions of California Civil Code Sections 4705 and 4710, the Association Rules and the City's sign regulations, no signs or flags of any kind shall be displayed from view on or from any Parcel, Condominium Unit, Association Property or any portion of the Project without the approval of the Association, except as follows (subject to any Association Rules): (a) non-commercial signs or posters not to exceed nine (9) square feet in size

may be displayed from a Condominium Unit; (b) non-commercial flags or banners not to exceed fifteen (15) square feet in size may be displayed from a Condominium Unit; (c) one sign of customary and reasonable dimensions, not to exceed four (4) feet in height and four (4) feet in width, advertising a Condominium Unit for sale, lease, rent or exchange may be displayed from a Condominium Unit; (d) such signs as may be used by Declarant or its assignees in connection with the Project and sale of Condominium Units; or (e) such other signs or notices as are required by law.

4.32 Solar Energy Systems. Declarant intends to install a Solar Energy System on the roof to serve each Condominium Unit. Owner and the solar company shall be solely responsible for Maintenance of the Solar Energy System. Declarant does not warrant, promise, represent or guarantee that the Buildings or Condominium Units will be "solar-ready" for any particular type or manufacturer of Solar Energy Systems, or that it will be compatible for Solar Energy Systems in the future. Declarant shall not be responsible for any damage caused to or resulting from any Solar Energy System if installed by someone other than Declarant or authorized by Declarant. The Association will not be Maintaining any Solar Energy System installed on a Building. Each Owner of a Condominium Unit and the solar company shall be solely responsible for temporarily removing and reinstalling the Solar Energy System if the Association requires such removal to Maintain any portion of the Building, as set forth in Section 5.2.4 of this Declaration. Notwithstanding, and in accordance with California Civil Code Sections 714 and 714.1 each Owner may install or use a Solar Energy System, as defined in California Civil Code Section 801.5, to serve his or her domestic needs, so long as (a) the design and location of the Solar Energy System meets the requirements of all applicable governmental ordinances, regulations, and the Conditions of Approval, and (b) the design and location receives the prior written approval of the ACC (or the Board, if the ACC does not exist). This Section, however, does not entitle any Owner to install a Solar Energy System on any Building or anywhere in the Project if such installation potentially threatens, impedes or impairs the Association's ability to Maintain any Building, Association Property, Association Maintenance Areas, or other areas that the Association is obligated to Maintain pursuant to this Declaration.

4.33 Solar Shade Restrictions. No Owner nor the Association shall allow a tree, shrub, structure or other Improvement to be placed or, if placed, to grow so as to cast a shadow in violation of the standards set forth in the Solar Shade Control Act (California Public Resources Code Section 25980, et seq.). The Owner or the Association, as circumstances warrant, shall bear the burden of calculating compliance of any such tree, shrub, structure or other Improvement with the provisions of California Public Resources Code Section 25982. The restrictions of this Section 4.33 do not apply to the Buildings as may be originally constructed by Declarant, a tree, shrub, structure or other Improvement that had been growing or installed prior to the installation of a Solar Energy System or to the replacement of a tree, shrub, structure or other Improvement that had been growing or installed prior to the installation of a Solar Energy System and which, subsequent to the installation of the Solar Energy System, dies or is removed for reasons of public health or safety. Approval by the ACC of the installation of particular trees, shrubs, structures or other Improvements on a Parcel adjacent to a Solar Energy System or the installation of trees, shrubs, structures or other Improvements by the Association on Association Property adjacent to a Solar Energy System shall not be deemed to waive or alter the provisions of this Section 4.33, and the ACC shall not be liable to the Owner of the Solar Energy System for any such approval.

4.34 Sound Transmissions and Attenuation. No Condominium Unit shall be altered in any manner that would increase sound transmissions, resonances or reverberations to any adjoining or adjacent Condominium Unit(s) including, but not limited to, replacement, modification or penetration of any flooring, floor covering, ceiling or wall, installation or recessed lighting, stereo speakers or the penetration of any floor, ceiling or wall the increases sound transmissions, resonances or reverberations to any other Condominium Unit. Unless installed by Declarant, Owners are specifically prohibited from installing "built-in" speaker systems that penetrate ceilings and walls, and mounting any television or video screen to walls that are directly adjacent to another Condominium Unit. Any Alterations to the flooring and floor coverings (including hard surface or wood flooring in lieu of carpeting) and/or the installation of televisions, video screens, speakers or home theater systems in the interior of a Condominium Unit by an Owner (other than Declarant) requires approval from the ACC, as set forth in ARTICLE VI of this Declaration, and the ACC shall not approve any such installation unless there is an appropriate level of acoustical separation designed and approved by a licensed engineer.

4.35 Sports Apparatus. No basketball standard, fixed sports apparatus, skateboard or bicycle ramps or similar equipment shall be attached to the exterior of any Building or erected, constructed or placed on any Association Property. The purpose of this restriction is to maintain uniformly high aesthetic standards, and to preserve the quiet enjoyment of the respective Condominium Units by the Owners thereof.

4.36 Storage of Waste Materials. Trash, recycling and organic waste will be disposed of in shared bins in covered trash enclosures in two (2) locations within the Project (collectively, the "***Community Trash Areas***"). Condominium Units will not have their own separate waste bins. Each resident/occupant of the Project shall be required to take their trash, recycling and "organic" waste to the Community Trash Areas. Each Community Trash Area will have an area for bulky item pick-up. The costs of the collection of trash, recycling and organic waste will be incurred by the Association and charged to Owners as part of their Regular Assessments. No rubbish, trash, garbage or other waste material shall be kept or permitted in any Condominium Unit except in appropriate sanitary containers, and shall be regularly removed from the Condominium Unit. Storage piles shall not be kept in EUA, and there shall be no unenclosed storage anywhere within the Project. Owners of Condominium Units are strictly prohibited from using attic spaces for storage of personal property or any materials, and access to attic spaces from within the Condominium Unit shall be kept clear.

4.37 Structural Integrity. Nothing shall be done in or on any Parcel, Building, or Condominium Unit by an Owner that will impair the structural integrity of any Parcel, Condominium Unit, Building or any other structure or Improvement.

4.38 Sub-metering for Water. Each Condominium Unit will have installed a domestic water sub-meter. The Association shall allocate to each Owner of a Condominium the costs of water usage provided to the Owner's Condominium Unit. The allocation for each Condominium shall be determined by actual usage, based on sub-meter readings for each Condominium Unit, and shall be billed to each Owner at the same rate that the Association pays for water services. The amount of the water surcharge assessment shall include any service charge imposed by any company retained by the Association to perform the sub-meter readings or billings. The amount of the water surcharge assessment shall be billed to the Owner either directly by the Association

or by a company retained by the Association to perform the sub-meter readings, determine the appropriate charges or collect the water surcharge assessments on the Association's behalf. The total amount of all water surcharge assessments may not exceed the total amount of the water charges actually paid by the Association plus the service charges paid for by the Association to read the sub-meters, determine the water surcharge assessments and bill the water surcharge assessments. Water surcharge assessments are "Assessments" and are payable and enforceable in the same manner as Regular Assessments are payable and enforceable under ARTICLE IX of the Declaration.

4.39 Use and Occupancy. Except as may be allowed by local ordinance, no Parcel, Condominium Unit or EUA, or any portion thereof, shall be occupied and used except for single family residential purposes by the Owners, their contract purchasers, lessees, tenants, or social guests. No trade, retail business or commercial activity shall be carried on or conducted within any Parcel, Condominium Unit or Association Property, except that Declarant, its successors or assigns, may use any Parcel, Condominium Unit or Association Property in the Project owned by Declarant for a Model Unit and display and sales office during construction and until the last Condominium is sold by Declarant. The provisions of this Section shall not prohibit home offices so long as they are merely incidental to the use of the Condominium Unit as a dwelling, are permitted by local law, are conducted in such a manner as to not adversely affect other Owner's use and enjoyment of the Project, and have received prior written approval of the Board.

4.40 View Obstructions. Each Owner, by accepting title to a Condominium Unit, hereby acknowledges that (a) there are no protected views within the Project, and no Condominium Unit is assured the existence or unobstructed continuation of any particular view or any particular source of natural light, and (b) any construction, landscaping, or other installation of improvements by Declarant or other Owners may impair the view from any Condominium Unit. The Owners hereby consent to such impairment of views or sources of natural light.

4.41 Window Coverings. The interiors of windows shall be covered by drapes, shades, shutters or other window coverings and shall not be painted or covered by foil, cardboard or other similar material. Any drapes or other window covering installed in compliance with the Design Guidelines may remain for the useful life thereof. All window coverings must be installed on all windows visible from the streets serving the Project within ninety (90) days after conveyance of title to the Condominium Unit by Declarant, unless the Design Guidelines provide otherwise. In addition, exterior window coverings such as safety/security bars, awnings, screens or shutters will not be allowed to be installed. All window coverings visible from other Condominium Units or Association Property shall be of a material, design and color which, in the opinion of the Board or ACC, is compatible with the exterior design and coloration of adjacent portions of the Project, including other Condominium Units.

ARTICLE V

MAINTENANCE OBLIGATIONS

5.1 Maintenance of Association Property. The Association shall Maintain or provide for the Maintenance of all Association Property and Improvements thereon. The Association shall keep all Association Property and Improvements thereon in good condition and repair, and provide

for all necessary services and cause all acts to be done which may be necessary or proper to assure the Maintenance of the Association Property in first class condition. The Association is prohibited from relinquishing its obligation to Maintain the Association Property without the prior written consent of the City. A general, non-exclusive list allocating Maintenance responsibility of the Association is identified on **Exhibit B**, attached hereto and incorporated herein by reference. The Association's Maintenance Obligations shall include, but not be limited to, the following.

5.1.1 Private streets, alleys, and sidewalks within the Project, and private street signs and approved access gates. All paved areas shall be Maintained clean and free of oil stains and pressure washed as needed to Maintain the areas in a clean and orderly manner.

5.1.2 Private sewer, private storm drain Improvements.

5.1.3 The Buildings including, but not limited to, roofs, gutters, siding, foundations, and railings on Balcony, Patio and Porch surfaces (but excluding the exteriors of windows, sliding glass doors and other glass surfaces, and HVAC).

5.1.4 Compliance with the WQMP including all drainage devices. BMPs shall be incorporated to effectively prevent the entry of pollutants into storm water runoff. The Association shall be responsible for complying with the WQMP. The basins or swales and media filters located within the Association Property shall be Maintained to ensure the stormwater treatment measures do not impair the usability of said Association Property

5.1.5 Any and all pipes, lines, ducts and other equipment located within the UCEs, but excluding therefrom any Utilities EUA.

5.1.6 The Offsite Maintenance Areas, as defined in Section 2.11 herein, which Maintenance shall include (a) normal care and irrigation; (b) repair and replacement of plant materials (including interior and street trees); (c) irrigation systems, as necessary; and (d) general clean-up of the landscaped and open areas.

5.1.7 Restoring any special surface Improvements (other than asphalt paving) within any right-of-way, public utility easement or City easement area including, but not limited to, colored concrete, bricks, pavers, stamped concrete, walls, decorative hardscape, or landscaping that becomes damaged during any excavation, repair or replacement of City-owned water facilities.

5.1.8 The private storm drain system, private sanitary sewer system, electric power service, meters, and asphalt paved area located within the Association Property and through Parcels up to the meters, splice boxes, or other connections that will exclusively serve a Condominium Unit, with the exception of items and services provided by the City.

5.1.9 All private water mains, lines, pipes and associated Improvements up to the meter serving each Condominium Unit.

5.1.10 All Improvements in Association Property located within private storm drainage easements, as shown on the Map, and removal of blockages so long as the blockage is in the Association Property.

5.1.11 Maintain all private street lights, alleys, drive aisles, approved access gates, open parking striping and markings, and identifying devices or signs for guest and disabled access spaces.

5.1.12 The Association shall not be liable to any Owner or resident for any damage claimed to have been suffered or incurred to any landscape Improvements installed by an Owner or resident in the areas to be Maintained by the Association therein.

5.2 Maintenance of Exclusive Use Areas. To the extent that any Owner fails to Maintain the Exclusive Use Areas as set forth herein, or if any recoating, resurfacing, repairs to the coatings/surfaces or enclosures, structural repair and/or replacement work is necessitated by the willful or negligent acts of the Owner, his/her family, guests or invitees, the costs of such special restoration or repairs shall be chargeable to the Owner as a Reimbursement Assessment for said costs, as provided in ARTICLE IX.

5.2.1 Balcony. Owners of Condominium Units shall perform cosmetic Maintenance, upkeep, cleaning and sweeping (as needed) to the surfaces, flooring and railings or walls enclosing the Balcony appurtenant to his/her Condominium Unit. Balcony areas shall be kept free and clear of any unnecessary debris and Maintained in an orderly fashion at all times. The Association shall be responsible for structural repair and/or replacement of the Balcony.

5.2.2 Patios. Owners shall be solely responsible for the cosmetic Maintenance (including cleaning and sweeping as needed) of the Patio including the walls and gates enclosing the Patio appurtenant to his/her Condominium Unit, as applicable. .

5.2.3 Porches. Owners shall be solely responsible for the cosmetic Maintenance (including cleaning and sweeping as needed), of the Porch appurtenant to his/her Condominium Unit.

5.2.4 Solar Energy Systems. Owners shall be solely responsible for the Maintenance of the Solar Energy System serving his/her Condominium Unit. Any Maintenance, repair, replacement or inspection of a Solar Energy System (collectively, "***Solar Work***") shall be in compliance with this Section:

(a) Solar Contractors. Any Solar Work shall be performed by an actively California-licensed, bonded and adequately insured contractor who is trained and certified to perform the Solar Work ("***Solar Contractor***") and shall, at all times while performing any Solar Work, maintain insurance as may be required by the Association Rules. The Association shall have the right to impose additional requirements on a Solar Contractor in order to assure that any Solar Work will be performed in a safe manner and in compliance with all applicable laws.

(b) Liens. No Owner shall permit or allow to be enforced against the Association, Association Property or any Condominium Unit not owned by Owner, any mechanics', materialmen's, contractors' or subcontractors' liens, claims or demands arising from the activities of Owner or his/her agents within the Project, or any portion thereof.

(c) Fixture Filings. Any fixture filings made by an Owner's Solar Contractor shall be recorded against such Owner's Condominium Unit, and shall not encumber any other Condominium Unit, any Association Property or any portion of the Project.

(d) Association Roof Work. Owner agrees that performance of any Solar Work shall not interfere with the Association's Maintenance of the roof on or any portion of the Building ("***Building Work***"). If the Association has to perform Building Work, Owners shall cooperate with the Association in the removal of the Solar Energy Systems in accordance with the Association Rules. Temporary removal of a Solar Energy System shall be subject to any agreement between the Owner and solar provider, provided, however, that the Association shall have the right to require an Owner to remove a Solar Energy System at the Owner's sole cost and expense or the Association (at its sole and absolute discretion) shall have the right to remove the Solar Energy System and to charge the individual Owner whose Solar Energy System is removed for the costs and expenses associated with such removal and replacement as a Reimbursement Assessment.

(e) Owner Responsibility for Damage. Each Owner assumes full responsibility for any damage resulting to persons or property, to any portion of Association Property, such Owner's Condominium Unit or any other Condominium Units in any Building, the roof of or any other portion of the applicable Building or property owned by the Association or other persons caused by the Solar Work including, without limitation, damage to the structural integrity, water-tight properties, durability, load capacity, roof Maintenance expenses or useful life of the roof of the Building. The applicable Owner is liable for any personal injury or damage occurring to the roof or any other portion of the applicable Building or any other Association Property arising from or related to any Solar Work caused, authorized or otherwise permitted by such Owner.

(f) Interruption of Service. Owner agrees that the Association shall not be liable for any interruption in service or for interference with the operation and function of the Solar Energy System when the Association Maintains the roof or other portions of the applicable Building.

(g) Indemnification. Each Owner consents and agrees to indemnify, protect, defend and hold the Association and all other Owners of Condominiums in the Project, and their respective successors and assigns, and its officers, directors, successors and assigns, the property management company for the Association entirely free and harmless from and against any and all claims, costs, expenses, liabilities, actions and damages including, without limitation, attorney's fees and costs and costs of enforcing this indemnification (collectively, "***Solar Claims***") arising from or attributable to any acts or omissions of such Owner, the Solar Contractor, or any of their respective heirs, personal representatives, successors, assigns, officers, agents, employees, subcontractors, or material suppliers arising out of or based upon any Solar Work. This indemnity does not include any Solar

Claims to the extent they arise out of the gross negligence or willful misconduct of the Association or any other Owner.

5.2.5 Utilities. Owners shall be solely responsible for the Maintenance and working condition of the Utilities EUA that serves his/her/their Condominium Unit. Such Maintenance shall include, but not be limited to, the platform upon which HVAC equipment sits (but excluding any landscaping used for screening the HVAC which landscaping shall be Maintained by the Association), fire sprinkler system, water, and plumbing and electrical lines, pipes, conduits, etc., no matter where located, including the walls.

5.3 Maintenance of Condominium Units. Except as otherwise set forth in Declaration and in addition to other provisions herein, each Owner shall be responsible to Maintain Improvements as set forth in this Section. A general, non-exclusive list allocating maintenance responsibilities of Owners for certain components and areas of the Condominium Units are identified on **Exhibit B**, attached hereto and incorporated herein by reference.

5.3.1 Condominium Units. Each Owner shall Maintain the interior surfaces of his/her Condominium Unit in good condition and repair, including, but not limited to, the following:

(a) All fixtures, appliances, appurtenances and fireplaces, if any;

(b) Maintain, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, and the perimeter walls of the Condominium Unit, and the bearing walls within the Condominium Unit;

(c) Repair, paint, finish, alter, substitute, add or remove any fixtures and utility connections attached to ceilings, floor or walls, including fireplaces, toilets, showers, bathtubs, sinks, kitchen appliances, lighting and plumbing fixtures, telephone facilities, doors and windows within the Condominium Unit;

(d) Maintenance of the interior plumbing of the Condominium Unit up to and including the cleanout serving the Condominium Unit;

(e) Maintain the interiors and exteriors of any skylights, windows, sliding glass doors, and other glass surfaces of the Condominium Unit; and

(f) Maintain doors, hardware, locks and screens covering doors and windows of the Condominium Unit, and garage doors.

5.3.2 Failure of Owner to Maintain. If an Owner fails to Maintain his/her Condominium Unit and other Improvements, as provided herein, in a manner which the Board reasonably deems necessary to preserve the safety, appearance and/or value of the Project, the Board may notify the Owner of the work required and request that it be done within a reasonable and specific period. If the Owner fails to perform such Maintenance within said period, the Board shall, subject to the notice and hearing requirements set forth in the Bylaws, have the right to enter the Condominium Unit to cause such Maintenance

work to be performed. The costs of any such Maintenance shall be charged as a Reimbursement Assessment to the Owner as provided in ARTICLE IX hereof. Notwithstanding the foregoing, in the event of an emergency arising of the failure of an Owner to Maintain his/her Condominium Unit, the Board shall have the right, through its agents and employees, to immediately enter the Condominium Unit to abate the emergency and individually charge the cost thereof to such Owner.

5.4 Maintenance of Walls. The Association shall Maintain all perimeter walls and fences surrounding the Project, fencing and walls surrounding Association amenities, if any, and any walls or fences separating Condominium Units from Association Property.

5.5 Maintenance of Fire Sprinkler System. Each Owner shall be solely responsible for the Maintenance and operating condition of the fire sprinkler system (including the lines, pipes and conduits within the Fire System Easement), the fire sprinkler heads, smoke detectors and other life safety systems within the Condominium Unit. The Association shall have a discretionary right to enter and inspect each Condominium Unit to determine that each Owner is fulfilling its obligation to Maintain the fire sprinkler system that serves the Condominium Unit, and to compel compliance if an Owner has failed to properly Maintain the fire sprinkler system.

5.6 Maintenance of Drainage Systems. The Association shall be required to comply with and fulfill all requirements, obligations, duties and standards set forth in the WQMP approved by the City for the long-term management, maintenance and operation of the BMPs and storm water improvements applicable to the Project so as to preserve and keep in good working condition the storm water systems throughout the Project.

5.7 Termite and Wood Destroying Pests Eradication. If determined by the Board to be economically feasible, the Association shall adopt an inspection and prevention program for the prevention and eradication of infestation by wood-destroying pests and organisms for Condominiums in the Project. If the Association adopts such a program, the Association, on no less than fifteen (15) nor more than thirty (30) days' notice, may require each Owner and occupants to vacate the Condominium Unit to accommodate the Association's efforts to eradicate such infestation. The notice must state the reason for the temporary relocation, the date and time of the commencement of the treatment, the anticipated date and time when the treatment will be completed, that the occupants will be responsible for arranging and paying for their own accommodations during the temporary relocation, and that the Association shall not be responsible for any costs associated with the temporary relocation. Any damage caused to a Condominium Unit by such entry by the Association shall be repaired by the Association. All costs associated with the inspection and preventative program and the repair and replacement of Association Property and Improvements thereon in exercising the rights set forth in this Section may be charged as a Special Assessment.

5.8 Enforcement of Maintenance Obligations. If any Maintenance work identified in this ARTICLE V (including blockage of private sewer lines) is necessitated by the acts and/or omissions of the Owner, his/her family, guests or invitees, regardless if said acts and/or omissions were willful or negligent, the costs of such special restoration or repairs shall be chargeable to the Owner as a Reimbursement Assessment as provided in ARTICLE IX.

5.9 Utility Bills. Payment of any utility (e.g., water, electricity) bills for Association Property and Association Maintenance Areas are the obligation of the Association.

5.10 Other Association Obligations. The Association shall contract with a professional management firm to handle Maintenance operations.

5.11 Inspection and Maintenance Guidelines. The Association and each Owner shall adopt and comply with the inspection and Maintenance guidelines for all Improvements as set forth in the WQMP (including, but not limited to, Parcels, Condominium Units and Association Property, etc.) for the periodic inspection and Maintenance of the Association Property Improvements and any other Improvements that the Association is obligated to Maintain. The Association's inspection and Maintenance guidelines shall include a plan for litter control, street sweeping and cleaning of all storm drain inlets.

ARTICLE VI

ARCHITECTURAL REVIEW AND APPROVAL PROCEDURES

6.1 Formation and Composition of ACC. The ACC shall be formed and shall consist of at least three (3) but no more than five (5) Members. Until the first anniversary of the issuance of the Final Public Report for the first Phase of the Project, Declarant may appoint all of the original members and any replacements of the ACC. After the first anniversary of the issuance of the Final Public Report for Phase 1 of the Project, the Board shall have the power to appoint at least one member to the ACC. Declarant shall have the power to appoint a majority of the members of the ACC until ninety percent (90%) of all Condominium Units in the Project have been sold or until the fifth (5^{th}) anniversary of the issuance of the Final Public Report for the first Phase of the Project, whichever occurs first. Upon the sale of ninety percent (90%) of all Condominium Units in the Project or the fifth (5^{th}) anniversary date of the original issuance of the Final Public Report, whichever occurs first, the Board shall have the power to appoint all of the members of the ACC. In the event of death or resignation of any member of the ACC, the successor shall be appointed by the person, entity or group which appointed such member until Declarant no longer has the right to appoint any members to the ACC, and thereafter the Board shall have the full authority to designate such a successor. The members of the ACC shall not be entitled to any compensation for services performed pursuant hereto.

6.2 Duties of the ACC. The ACC shall review and approve, conditionally approve, or deny all plans, submittals, applications and requests made or tendered to it by Owners or their agents for any Alterations, pursuant to the provisions of this Declaration. In connection therewith, the ACC may investigate and consider the architecture, design, layout, landscaping, energy conservation measures, water conservation measures, fence detail, and other features of the proposed Alteration, modification or Improvement. With the consent of the Board, the ACC may hire and the Association shall pay consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ACC in performing its duties, the costs of which may be passed on to the Owner submitting an application to the ACC for approval.

6.3 Design Guidelines. The Design Guidelines shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural materials, landscaping, fences, and similar features which may be used in the Project; provided, however, that the Design Guidelines shall not be in derogation of the minimum standards established by this Declaration. The Design Guidelines may include a schedule of fees for processing submittals (which shall not exceed the amount necessary to defray all costs incurred by the ACC in processing the submittals) and establish the time and manner in which such fees shall be paid. The Design Guidelines shall constitute Association Rules.

6.4 Submission of Plans. No Alterations, Building, fence, wall, obstruction, screen, window, awning, landscape change or structure of any kind shall be commenced, erected or Maintained upon the Condominium Unit by any Owner(s), including Alterations to facilitate access for persons who are blind, visually handicapped, deaf or physically disabled, nor shall any Alterations or modification of Declarant-installed Improvements by any Owner(s) of any kind be made to the exterior thereto until the same has been approved in writing by the ACC. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such Improvements, Alterations, etc., shall be submitted to the ACC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No Owner shall construct or place, and the ACC shall not approve, any building, fence, wall, obstruction, screen, window, awning, landscaping or structure of any kind that blocks or materially interferes with the views from any other Owner's Condominium Unit. Owners are prohibited from installing, constructing, altering or modifying the exteriors of Parcels and/or the Condominium Units without the express written approval of the ACC and the Board. All proposed Alterations contained in this ARTICLE VI shall meet the Design Guidelines, and the Conditions of Approval of the City.

6.5 Basis for Review. The ACC may approve the proposal or application only if the ACC finds that (a) the plans and specifications conform to this Declaration and to the Design Guidelines in effect at the time the proposal was submitted, and (b) the proposed Alteration, modification or addition will be consistent with the standards of the Project and the provisions of this Declaration as to harmony of exterior design, visibility with respect to existing structures and environment, and location with respect to topography and finished grade elevation.

6.6 Form of Approvals, Conditional Approvals and Denials. All approvals, conditional approvals and denials shall be in writing. Any denial must state the reasons for the decision. The failure of the majority of the ACC to act within sixty (60) days after the plans have been submitted to it shall constitute approval.

6.7 Reconsideration of Denial of Application. If the ACC denies an application for Alterations, modifications, *etc*., to a Condominium Unit, the decision may be appealed to the Board of Directors for reconsideration, unless the denial was made by the Board exercising the duties of the ACC, as set forth in Section 6.2, above, in which case, there shall be no right to reconsideration of the denial. An appeal by an Owner whose application was denied by the ACC shall follow the procedures set forth below:

(a) The appeal shall be in writing and must identify the grounds upon which the appeal or reconsideration is made to the Board.

(b) The appeal shall be delivered (pursuant to California Civil Code Section 4035) to the Board within sixty (60) days after the date of the ACC's written notice to the Owner denying the proposed Alterations, modifications, etc.

(c) The Board shall schedule a meeting within forty-five (45) days of receipt of the written appeal to allow the Owner an opportunity to be heard on his/her request for reconsideration, unless the parties mutually agree to a date beyond or less than the forty-five (45) day period.

(d) Unless expressly requested by an Owner, the meeting with the Board concerning the appeal of the ACC's decision shall not be held in executive session.

(e) The Board shall issue its decision in writing to the Owner within thirty (30) days after the date of the meeting, and said written decision shall be delivered in any manner allowed by California Civil Code Section 4040.

(f) The Board's decision on appeal shall be final, and not subject to further reconsideration by the Board.

6.8 Proceeding with and Completion of Work. Upon approval of the ACC, the Owner shall diligently proceed with commencement and completion of all work so approved. Work must be commenced within one (1) year from the date of approval. All work approved by the ACC must be completed within eighteen (18) months from the date of approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the ACC extends the time for commencement. Any request for an extension, and decision, shall be in writing. No extension shall be granted unless the ACC finds that there has been a material change in the circumstances under which the original approval was granted, or completion is impossible, or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the Owner's control.

6.9 Compliance with Approval. If the ACC determines that an Owner has not constructed the Alterations or Improvements consistent with the specifications of the approval granted or within the time permitted for completion and if the Owner fails to remedy such non-compliance in accordance with the directives or orders of the ACC, the Board shall provide Notice and Hearing, pursuant to the Bylaws, to consider the Owner's continuing non-compliance. If the Board finds that there is no valid reason for the continuing non-compliance, the Owner shall have forty-five (45) days from the date of the Board's decision to remedy or remove the non-compliance. If the Owner fails to comply with the Board's directive or order, the Board, in its discretion, may either remove the non-complying Improvement or Alteration, remedy the non-compliance, or compel compliance pursuant Section 10.2 of this Declaration. The costs of such action shall be assessed against the Owner as a Reimbursement Assessment.

6.10 Compliance with Governmental Agency Procedures. Each Owner who seeks approval for Alterations shall first obtain written approval from the ACC prior to any approvals,

permits, *etc*., required by the City, County or any other governmental agency for permission to permitting the start grading, demolition, construction, landscaping and/or any other work. In addition, to the extent that any Alterations (including any Alterations proposed to be made by the Association) constitute major modifications to the City-approved project plans shall be reviewed and approved by the Planning Commission as part of a modification to the approved plans.

6.11 Waiver. Approval or conditional approval of any plans, drawings or specifications for any Alterations proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

6.12 No Liability. Neither Declarant, the Association, the Board or the ACC nor the members or designated representatives thereof shall be liable for damages to anyone submitting plans and specifications to them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications for Alterations, or for any defect, whether in design or construction, in any structure constructed from such plans and specifications. Neither the Declarant, Association, Board or ACC nor any member or representative thereof, shall be responsible for reviewing or approving any plans with respect to the adequacy of engineering design. Every person who submits plans or specifications to the ACC for approval agrees, by submission of such plans or specifications, and every Owner of said property agrees that he or she will not bring any action, suit or claim against Declarant, Association, Board or the ACC or any members or designated representatives thereof with respect to any matters for which such persons or entities are relieved of liability pursuant to this Section.

ARTICLE VII

ASSOCIATION ADMINISTRATION, MEMBERSHIP AND VOTING

7.1 Association to Manage Project. The management of the Project shall be vested in the Association in accordance with the Project Documents, and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project.

7.2 Membership. Each Owner shall be a Member of the Association, and shall remain a Member thereof until such time as ownership ceases for any reason, at which time such membership in the Association shall automatically cease.

7.3 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the Condominium Unit to which it is appurtenant, and then only to the purchaser, in the case of a sale, or Mortgagee, in the case of an encumbrance of such Condominium Unit. A Mortgagee does not have membership rights until it becomes an Owner by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. Any person or entity acquiring fee title or equitable title to a Condominium Unit, whether by reason of a deed from the Owner or through a foreclosure, shall

within fifteen (15) days of acquiring such title inform the Association in writing of the date such title transferred and the name or names in which title is held.

7.4 Voting. Any action required by law or by the Project Documents to be approved by the Owners, the Members or each class of Members, shall be approved, if at all, in accordance with the procedures set forth in the Bylaws and any Association Rules.

7.5 Proxies. For all matters required by law or the Project Documents in which Members are required to vote, including, but not limited to, those matters set forth in California Civil Code Section 5105, and except as specifically allowed by law or a court of law, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Except for an irrevocable proxy permitted by California Corporations Code Section 7613(d), every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Condominium, as applicable, or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of such Member prior to the counting of the vote. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy, except that the maximum term of any proxy, other than an irrevocable proxy permitted by California Corporations Code Section 7613(d), shall be three (3) years from the date of execution. Any form of proxy or written ballot distributed by any person to the Membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the proxy or written ballot. The proxy or written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice. The proxy shall also identify the person or persons authorized to exercise the proxy and the length of time it will be valid. Except as specifically allowed by law or a court of law, proxies shall not be allowed, counted towards, or recognized by the Association in any election for establishing a Quorum.

7.6 Classes of Membership and Voting. The Association shall have two (2) classes of voting Members:

7.6.1 Class A. Class A Members shall be all Owners except Declarant and Land Banker, and shall be entitled to one (1) vote for each Condominium Unit owned, as applicable. When more than one person or entity owns a Condominium Unit, all such persons and entities shall be Members and the vote for such Condominium Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium Unit.

7.6.2 Class B. The Class B Member shall be the Declarant and shall be entitled to cast three (3) votes for each Condominium Unit it and Land Banker owns and is paying the Assessments levied by the Association. This voting right shall cease and Declarant shall automatically become a Class A Member entitled to cast one (1) vote for each Condominium Unit it owns and is paying the Assessments levied by the Association upon the first to occur of the following events:

(a) The second (2nd) anniversary of the first close of escrow for the sale of a Condominium Unit pursuant to the original issuance by the DRE of the most recently issued Final Public Report for a Phase of the Project; or

(b) The fourth (4th) anniversary of the first close of escrow for the sale of a Condominium Unit pursuant to the original issuance by the DRE of the Final Public Report for the first Phase of the Project.

For so long as Land Banker owns any portion of the Project subject to this Declaration, Declarant shall not convert Class B Membership to Class A Membership prior to the time set forth in this Section 7.6.2

7.7 Special Voting Rights of Class A Members for Election of Directors. So long as the Declarant shall be entitled to exercise the Class B voting right to elect a majority of the members of the Board of Directors of the Association, as provided above, the Class A Members shall be entitled to solely elect at least twenty percent (20%) of the members of the Board.

7.8 Commencement of Voting Rights. Voting rights attributable to Condominium Units shall not vest until Assessments against those Condominium Units have been levied by the Association. The power to cast a particular Member's vote may be exercised by the Member's conservator, guardian, the parent(s) entitled to custody of a Member if the Member is a minor, or the executor or administrator of a deceased Member's estate if the Member's interest in the Condominium Unit is subject to estate administration.

7.9 Action Without Meeting. Any action which may be taken by the vote of Members at a regular or special meeting (except those matters set forth in California Civil Code Section 5100 may be taken without a meeting if done in compliance with California Corporations Code Section 7513. If an action is taken without a meeting, the Board shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of such proposal, and provide a reasonable time within which to return the ballot to the Association. All such written ballots shall be filed with the Secretary of the Association and maintained in the Association's records. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

7.10 Secret Ballot Voting. All voting on matters specified in California Civil Code Section 5100 shall be done by secret ballot and be in compliance with the Association Rules for elections and any and all other statutory provisions.

7.11 Conduct of Members Meetings. Meetings of the membership of the Association shall be conducted in accordance with the provisions of California Civil Code Sections 4900, et seq., and 5000, including the ability to conduct virtual Membership meetings, as may be allowed by California Civil Code Section 4926.

ARTICLE VIII

POWERS, DUTIES AND LIMITATIONS OF THE ASSOCIATION

8.1 Powers and Duties of Association. In addition to the powers and duties enumerated in its Articles and Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association and the Board shall have the following powers and duties:

8.1.1 Delegation of Powers. To delegate all powers to committees, officers or employees of the Association as expressly authorized by the Project Documents.

8.1.2 Managing Agent. To employ a managing agent and to contract with independent contractors to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a firm or person appointed as a managing agent or any other contract providing for services of the Declarant, developer, sponsor or builder shall not exceed a one (1) year term renewable by the parties for successive one year periods and shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association, to terminate the same for cause on thirty (30) days written notice, and either party may terminate without cause and without payment of a termination fee on sixty (60) days written notice.

8.1.3 Maintenance. To Maintain the Project as required by the provisions of this Declaration.

8.1.4 Supervision. To supervise all officers, agents and employees of the Association and see that their duties are properly performed.

8.1.5 Assessments, Liens, and Fines. To levy and collect Assessments and as provided in the Project Documents, impose fines or take disciplinary action against an Owner for failure to pay Assessments or for violation of any provision of the Project Documents. Penalties may include, but are not limited to: fines, temporary suspension of voting rights or rights to use of the facilities on the Association Property, or other appropriate discipline for failure to comply with the Project Documents, provided that the accused Member is given notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. Such notice and hearing procedures shall satisfy the minimum requirements of California Corporations Code Section 7341, which are set forth in Article XIII of the Bylaws.

8.1.6 Enforcement of Project Documents. To enforce applicable provisions of the Project Documents for the ownership, management and control of the Project.

8.1.7 Adoption of Association Rules. To adopt, amend and repeal reasonable rules consistent with this Declaration relating to the use of Association Property and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Project and other Owners, in compliance with California Civil Code Section 4340, *et seq*. A copy of the Association Rules as adopted, amended or repealed shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within

the Association Property. Any modifications, changes, or repeal of the Association, Rules shall follow these procedures:

(a) The Board shall provide written notice to its Members not less than thirty (30) days prior to making the rule change. The written notice shall include the text of the proposed rule change (or deletion, as the circumstances may warrant), and a description of the purpose and effect of the change. The written notice is not required if the Board determines that an immediate rule change is necessary to address an imminent threat to public safety or imminent risk of substantial economic loss.

(b) The decision on the proposed rule change shall be made at a meeting of the Board after consideration of any comments made by Members.

(c) Not more than fifteen (15) days after making the rule change, the Board shall deliver the modifications, changes or repeal of Association Rules to every Member in the manner allowed by California Civil Code Section 4045, unless the rule change was made on an emergency basis and in such an emergency basis the notice shall include the text of the change, a description of the purpose and effect of the rule change, and that the emergency rule change shall be in effect for not more than one hundred twenty (120) days.

8.1.8 Records. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by five percent (5%) or more of the total voting power of the Association; keep adequate and correct books and records of account, minutes of proceedings of its Members, Board and committees, and a record of its Members giving their names and addresses and classes of membership.

8.1.9 Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and other utility services as necessary for the Association Property and other areas of the Project Maintained by the Association pursuant to this Declaration.

8.1.10 Granting of Easements. To grant easements where necessary for utilities and sewer facilities over the Association Property to serve the Association Property, Association Maintenance Areas, Parcels and Condominium Units.

8.1.11 Exercise of Easements. To exercise all easement rights as granted to it in this Declaration for the purpose of performing the Maintenance authorized herein or for any other purpose reasonably related to the performance by the Association or the Board of their responsibilities, the Association's agents or employees.

8.1.12 Contracts. To contract for goods and/or services for the Association Property facilities and interests, for other areas of the Project that is Maintained by the Association, or for the Association, subject to limitations elsewhere set forth in the Project Documents.

8.1.13 Limit Number of Guests. To limit the number of an Owner's guests who may use any facilities on the Association Property and/or Association Maintenance Areas.

8.1.14 Title to Association Property. To accept title to the Association Property conveyed to it by Declarant.

8.1.15 Acquisition of Property. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, Maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

8.1.16 Budgets. To prepare budgets and financial statements for the Association as prescribed in this Declaration.

8.1.17 Legal and Accounting. To obtain and pay the cost of legal, accounting and other professional services necessary or proper for the Maintenance and operation of the Project and the enforcement of the Project Documents.

8.1.18 Emergency Repairs. To enter upon any Condominium Unit as necessary in connection with construction, Maintenance or emergency repair for the benefit of the Association Property or the Owners in common.

8.1.19 Election of the Board of Directors. To elect the Members of the Board.

8.1.20 Filling Vacancies. To fill vacancies on the Board created by the removal or resignation of a Board Member.

8.2 Property Taxes and Assessments. Each Owner shall be obligated to pay any taxes or assessments levied by the County Assessor against his/her Condominium Unit and personal property. To the extent not assessed to or paid directly by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Association Property or other property owned by the Association. The Association shall prepare and file annual tax returns with the federal government and the State of California and make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

8.3 Discharge of Liens. The Association shall discharge by payment, if necessary, any lien against the Association Property, and assess the cost thereof to the Owners responsible for the existence of said lien.

8.4 Payment of Expenses. The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

8.5 Dispute Resolution. In any dispute in which the Association is a party, the Association may perform any act reasonably necessary to resolve any such civil claim or action through dispute resolution proceedings found in ARTICLE XIV herein or in the Dispute Resolution Declaration, as applicable.

ARTICLE IX

ASSESSMENTS

9.1 Agreement to Pay. Declarant, and its successor in interest, if any, for each Condominium Unit owned by it and annexed to the Project, and each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) Regular Assessments; (b) Special Assessments for capital improvements or unusual expenses to be established and collected as hereinafter provided; and, (c) Reimbursement Assessments and/or Additional Charges levied against an Owner, to be established and collected as provided in this Declaration and in the other Project Documents. Declarant shall pay Assessments on behalf of Land Banker for Condominiums owned by Land Banker. If, and only if, the Purchase Agreement between Declarant and Land Banker is terminated (as evidenced by a writing recorded in the Official Records), Land Banker shall be solely responsible, and hereby agrees, to pay Assessments on Condominiums owned by Land Banker.

9.1.1 Liability for Payment. All Assessments and Additional Charges, together with any late charges, interest, collection costs and reasonable attorney's fees incurred in collecting delinquent Assessments and Additional Charges, as provided in California Civil Code Section 5650, shall be the obligation of the Owner of such Condominium Unit at the time when the Assessments or Additional Charges fell due. If more than one person or entity was the Owner of a Condominium Unit at the time the Assessments or Additional Charges fell due, the obligation to pay each Assessment and Additional Charge shall be joint and several. The obligation for delinquent Assessments and Additional Charges shall not pass to any transferee unless expressly assumed by him/her. No Owner may exempt himself from liability for his/her Assessments or Additional Charges obligation by waiver of the use or enjoyment of any of portion of the Project.

9.1.2 Funds Held in Trust. The Assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and Maintenance of the Project as provided in this Declaration.

9.1.3 No Offsets. No offsets against any Assessment shall be permitted for any reason including, without limitation, any claim that the Association is not properly discharging its duties.

9.1.4 Assessments in Dispute. If an Owner has a dispute with the Association regarding an Assessment levied by the Association, the Owner shall have the option of (a) paying the disputed amount of the Assessment under protest and filing a small claims action (California Civil Code Section 5658), (b) request a meeting with the Board to discuss the possibility of a payment plan, if applicable (California Civil Code Section 5665), (c) request to participate in the "meet and confer" program (California Civil Code Section 5900, *et seq*.), or (d) or request that the dispute be resolved by alternative dispute resolution with a neutral third party (California Civil Code Section 5925, *et seq*.), or any combination of the above.

9.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for paying the costs of and creating reserves for the costs of all obligations which the Association is authorized or obligated to perform as described in this Declaration.

9.3 Vacant Unit Assessment Exemption. Declarant and any other Owner may be exempt from the payment of that portion of any Assessment for any Building or Condominium Unit that does not include a structural Improvement for human occupancy which is for the purpose of defraying expenses and reserves directly attributable to the existence and the use of structural Improvements. The exemption may include, but shall not necessarily be limited to: roof replacement; exterior maintenance; walkway and carport lighting; refuse disposal; cable television; and domestic water supplied to living Condominium Units. Any exemption from the payment of Assessments attributed to dwelling Condominium Units shall be in effect only until the earliest of the following: (a) a notice of completion of the structural Improvements has been recorded; (b) occupation or use of the Condominium Unit; or (c) completion of all elements of the residential structures which the Association is obligated to Maintain.

9.4 Common Facility Assessment Exemption. Declarant and any other Owner may be exempt from the payment of that portion of any Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of Association Property Improvements that are not complete at the time Assessments commence. Any exemption from the payment of Assessments shall be in effect only until (a) a notice of completion of the Association Property has been recorded; or (b) the common facility has been placed into use, whichever occurs earliest.

9.5 Regular Assessments. Regular Assessments shall be payable in equal monthly installments, due on the first day of each month, unless the Board adopts some other basis for collection. Annual increases in Regular Assessments shall be in compliance with California Civil Code Section 5605. Notwithstanding any other provisions contained in this ARTICLE IX, the Board may increase Assessments necessary for emergency situations pursuant to California Civil Code Section 5610. In addition, the restrictions on increases in Regular Assessments (other than for emergency situations), as set forth in California Civil Code Section 5610, do not apply if such increases are made as part of a phased development reviewed by the DRE and are the initial transfers of a Condominium Unit pursuant to a Final Public Report. If before expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed. Regular Assessments shall include costs and expenses for the Maintenance, repair and replacement of Association Property and other portions of the Project that the Association is required to Maintain as set forth in ARTICLE V of this Declaration, and for the management and operation of the Project and Association, which shall be assessed on a variable basis to each Condominium Unit based on the approximate square footage of the Condominium Unit. Regular Assessments shall include costs and expenses for the Maintenance of Association Property and other portions of the Project that the Association is required to Maintain as set forth in this Declaration, and for the management and operation of the Project and Association, which shall be assessed equally to each Condominium Unit.

9.6 Special Assessments. Special Assessments may be levied in addition to Regular Assessments for (a) constructing capital Improvements, (b) correcting an inadequacy in the

Current Operating Account; (c) defraying, in whole or in part, the costs of any construction, reconstruction, unexpected repair or replacement of Improvements in the Association Property or in any other areas for which the Association is obligated to Maintain, or (d) paying for such other matters as the Board may deem appropriate for the Project. Special Assessments shall be levied in the same manner as Regular Assessments. Increases in Special Assessments shall be subject to the provisions of California Civil Code Section 5605. Notwithstanding any other provisions contained in this ARTICLE IX, the Board may impose Special Assessments necessary for emergency situations pursuant to California Civil Code Section 5610.

9.7 Reimbursement Assessments. The Association shall levy a Reimbursement Assessment against an Owner to (a) reimburse the Association for the costs of repairing damage caused by that Owner or that Owner's Invitee, (b) if a failure to comply with the Project Documents has necessitated an expenditure of monies, including attorneys' fees, by the Association to bring the Owner or the Owner's Condominium Unit or Improvements into compliance or resulted in the imposition of a fine or penalty, or (c) failure to reimburse the Association for costs and expenses incurred on behalf of an Owner, as set forth elsewhere in this Declaration. A Reimbursement Assessment shall be due and payable to the Association when levied. A Reimbursement Assessment shall not be levied by the Association until Notice and Hearing has been given in accordance with the Bylaws. Reimbursement Assessments described in subdivisions (a) and (c) may be enforced by lien after Declarant no longer owns any portion of the Project. Reimbursement Assessments described in subdivision (b) may not be enforced by lien.

9.8 Commencement of Assessments. The right to levy Assessments shall commence as to all Condominium Units in a Phase on the close of escrow first the first conveyance of a Condominium Unit in the Phase. Regular Assessments shall commence as to all Condominium Units in a Phase on the first day of the month following the first conveyance of a Condominium Units under authority of a Final Public Report. Thereafter, Regular Assessments shall be levied on the first day of each month. After annexation of each Phase, the allocation and Assessment charges for Common Expenses shall be reallocated equally among all Condominium Units, including those in the annexed Phase of the Annexable Property.

9.9 Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a responsible financial institution, which accounts shall be clearly designated as (a) the Current Operating Account, and (b) the Reserve Account. The Board shall deposit those portions of the Assessments collected for current maintenance and operation into the Current Operating Account for Common Expenses, and shall deposit those portions of the Assessment collected as reserves for replacement and deferred Maintenance of major components which the Association is obligated to Maintain into the Reserve Account. There shall be no commingling of funds collected for Common Expenses.

9.9.1 Withdrawal of Funds. Withdrawal of funds from the Reserve Account shall require the signature of either two (2) Directors or one (1) Director and one (1) Officer of the Association who is not a Director. The Association may expend funds from the Reserve Account only for the purposes set forth in California Civil Code Section 5510(b).

9.9.2 Current Operating Account. All other costs properly payable by the Association for Common Expenses shall be paid from the Current Operating Account.

9.10 Enforcement of Assessments. Pursuant to California Civil Code Sections 5300, 5305, 5310, 5320, 5565 and 5730, the Board shall distribute a statement of the Association's policies and practices in enforcing its remedies against Owners for defaults in the payment of Regular and Special Assessments, including the recording and foreclosing of liens against Owners' Condominium Units. In addition to all other remedies provided by law, including, but not limited to, California Civil Code Section 5700, *et seq.*, the Association or its authorized representative may enforce the obligations of the Owners to pay each Assessment provided for in this Declaration in any manner provided by law or by either or both of the following procedures:

(a) By Suit. The Association may commence and maintain a suit at law against any Owner personally obligated to pay a delinquent Assessment. The suit shall be maintained in the name of the Association. Any judgment rendered in any action shall include the amount of the delinquency, and such Additional Charges, costs, fees, charges, and expenditures and any other amounts as the court may award. A proceeding to recover a judgment for unpaid Assessments may be maintained without the necessity of foreclosing or waiving the lien established herein.

(b) By Lien. The Association or a trustee nominated by the Association may commence and maintain proceedings to establish and/or foreclose Assessment liens. No action shall be brought to foreclose a lien until the lien is created by recording a Notice of Lien. Prior to recording a Notice of Lien, the Association shall comply with the provisions of California Civil Code Section 5673. The Notice of Lien must be authorized by the Board, signed by an authorized agent and recorded in the Official Records. No later than ten (10) days after recordation of the Notice of Lien, copies of the Notice of Lien shall be mailed to all record Owners of the Condominium Unit in the manner set forth in California Civil Code Sections 2924b and 5710. After expiration of the thirty (30) days following the recording of a Notice of Lien, the lien may be foreclosed subject to the right of redemption as set forth in California Civil Code Section 5715(b).

Notwithstanding the provisions of this Section 9.10, in the event Declarant is delinquent in the payment of Assessments for Parcels Land Banker owns, Land Banker shall have the right to cure the delinquency in the payment of any such delinquent Assessments within fifteen (15) calendar days of written notice from the Association to Land Banker prior to the Association taking any of the actions authorized in this Section to enforce any such delinquency.

9.11 Satisfaction of Lien. All amounts paid by an Owner toward a delinquent Assessment shall be credited first to reduce the principal amount of the debt. Upon payment or other satisfaction of a delinquent Assessment for which a Notice of Lien was recorded, the Association shall record a certificate stating the satisfaction and release of the Assessment lien.

9.12 Lien Eliminated by Foreclosure. If the Association has recorded a Notice of Lien and the lien is eliminated as a result of a foreclosure of a Mortgage or transfer pursuant to the remedies provided in the Mortgage, the new Owner of the Condominium Unit shall pay to the Association a pro-rata share of the Regular Assessment for each month remaining in the Association's fiscal year after the date of the foreclosure or transfer pursuant to the remedies provided in the Mortgage.

9.13 Waiver of Homestead Protections. Each Owner does hereby waive, to the extent permitted by law, the protections of any declared homestead or homestead exemption or redemption laws under the laws of the State of California as applied to any action to enforce or collect Assessments levied by the Association.

9.14 Subordination of Lien. Notwithstanding any provision to the contrary, the liens for Assessments created pursuant to this Declaration shall be subject and subordinate to and shall not affect the rights of the holder of a First Mortgage made in good faith and for value. Upon the foreclosure of any First Mortgage on a Condominium Unit, any lien for Assessments which became due prior to such foreclosure shall be extinguished; provided, however, that after such foreclosure there shall be a lien on the interest of the purchaser at the foreclosure sale to secure al Assessments, whether Regular or Special, charged to such Condominium Unit after the date of such foreclosure sale, which lien shall have the same effect and shall be enforced in the same manner as provided herein. For purposes of this Section, a Mortgage may be given in good faith or for value even though the Mortgagee has constructive or actual knowledge of the Assessment lien provisions of this Declaration.

ARTICLE X

AMENDMENT AND ENFORCEMENT OF RESTRICTIONS

10.1 Amendment of Declaration.

10.1.1 Prior to First Close of Escrow. Prior to the close of escrow on the conveyance of the first Condominium Unit, Declarant may, with the consent of Land Banker for so long as Land Banker owns any portion of the Project subject to this Declaration and which consent shall not be unreasonably withheld, amend or revoke this Declaration subject to the requirements of California Business & Professions Code Sections 11012 and 11018.7.

10.1.2 After First Close of Escrow. After conveyance of the first Condominium Unit, this Declaration may be amended or revoked only by the affirmative vote or written consent of Members representing a majority of the voting power of each class of Members of the Association and, if applicable, by Mortgagees. If only one class of membership exists at the time an amendment is proposed, then it must be approved by at least a bare majority of the total voting power of the Association, which shall include at least a bare majority of the votes of Members other than Declarant. The percentage of the voting power necessary to amend a specific clause or provision of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. If the approval of two (2) classes of membership is required, prior approval must be obtained from the FHA and/or VA if either is First Mortgagees. Any amendment shall be executed by the President and Secretary of the Association and must be recorded and shall become effective only upon being recorded in the Official Records.

10.1.3 Amendments Requiring Institutional Mortgagee Consent. Approval of any proposed amendment to the Project Documents by Mortgagees shall be implied if a Mortgagee fails to submit a response to any written proposal for an amendment within

sixty (60) days after it receives proper notice or the proposal, provided the notice to the Mortgagee was delivered by certified or registered mail, with a "return receipt" requested.

(a) Any amendments to the Project Documents of a "material adverse nature" to Mortgagees shall require approval of at least fifty-one percent (51%) of Mortgagees and sixty-seven percent (67%) Owners. Amendments of a "material adverse nature" include the following:

(i) Voting rights;

(ii) Increases in Assessments that raise previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens;

(iii) Reductions in reserves for Maintenance of Association Property;

(iv) Responsibility for Maintenance;

(v) Reallocation of interests in the Association Property or rights to their use;

(vi) Redefinition of any Parcel boundary;

(vii) Convertibility of Condominium Units into Association Property or vice versa;

(viii) Expansion or contraction of the Project, or the addition, annexation (except for the Annexable Property) or withdrawal of real property to or from the Project;

(ix) Hazard or fidelity insurance requirements;

(x) Imposition of any restrictions on the leasing of Parcels or Condominium Units;

(xi) Imposition of any restrictions on an Owner's right to sell or transfer his or her Condominium Unit;

(xii) A decision by the Association to establish self-management when professional management had been required by the Project Documents or by an Institutional Mortgagee;

(xiii) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Project Documents;

(xiv) Any provisions that expressly benefit Mortgage holders, insurers or guarantors; or

(xv) Any action to terminate the legal status of the Project for any reason whatsoever.

(b) Prior approval of at least sixty-seven percent (67%) of Mortgagees and sixty-seven percent (67%) of Owners other than Declarant shall be requited before the Association may do any of the following:

(i) By act or omission, seek to abandon or terminate the Project, other than after substantial destruction or condemnation occurs;

(ii) By act or omission, abandon, partition, subdivide, encumber, sell or transfer any property or Improvements owned, directly or indirectly, by the Association for the benefit of the Condominium Units and Owners (excepting therefrom, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Project);

(iii) By act or omission, change, waive or abandon any scheme of regulations or enforcement thereof pertaining to architectural design or exterior appearance of Condominium Units, the exterior Maintenance of Condominium Units, or the upkeep of laws, plantings or other landscaping in the Project;

(iv) By act or omission, change the method of determining the obligations, Assessments, dues or other charges that may be levied against and Owner;

(v) Fail to maintain the fire and extended coverage insurance on insurable portions of Association Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and

(vi) Use hazard insurance proceeds for losses to any property or Improvements owned by the Association other than for the repair, replacement or reconstruction of the property and Improvements.

10.1.4 Governmental Approvals. Any amendment to any provision of this Declaration in which the Association relinquishes responsibility for the Maintenance of Association Property, as set forth in this Declaration, shall require written approval from the City. Any proposed amendments shall be submitted to the City Engineer, Planning and Building Director or designee, and shall be approved by the City Attorney prior to the amendment being valid. Any such amendments without City approval shall be null and void. If the consent or approval of any governmental agency, VA, FNMA, or FHA is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective

unless such consent or approval is obtained pursuant to the requirements of the governmental agency, VA, FNMA or FHA.

10.1.5 Unilateral Right to Amend the Declaration. Declarant (at any time prior to the sale of all Condominium Units in the Project and subject to the provisions of California Business & Professions Code Section 11018.7) may, with the written consent of Land Banker for so long as Land Banker owns real property subject to this Declaration, or the Association (upon Declarant's sale of all Condominium Units in the Project) shall have the unilateral right to amend this Declaration without the approval of Members in order to bring this Declaration into compliance with all requirements and regulations of the City, County any Federal or state agency, an insurer or governmental guarantor of a First Mortgage, or federally insured Mortgagee and/or lender including, but not limited to, DRE, FHA, VA, FNMA and/or FHLMC, or correct any errors, mistakes or conflicts in the provisions in this Declaration.

10.2 Enforcement.

10.2.1 Generally. The Association, any Owner, including Declarant and Land Banker as an Owner, or the City as a third party beneficiary, shall have the right, but not the obligation, to enforce compliance with the Project Documents in any manner provided by law or in equity, or in bringing an action for damages, an action to enjoin the violation or to specifically enforce the provisions of the Project Documents, to enforce the liens provided for herein (except that no Owner shall have the right to enforce independently of the Association any Assessment. Additional Charges or Assessment lien created herein) and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Condominium Unit in the manner provided by law. The City's enforcement rights, as a third party beneficiary, shall be as to Association Property and utility maintenance, the WQMP, and internal parking. In the event the Association or any Owner shall employ an attorney to enforce the provisions of the Project Documents against any Owner, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner shall bear interest at the maximum rate permitted by law from the due date less any grace period provided, or if advanced or incurred by the Association or any other Owner pursuant to authorization contained in the Project Document commencing fifteen (15) days after repayment is demanded. Except as otherwise provided, the Association or any Owner(s) shall have the right, but not the obligation, to enforce, in any manner permitted by law or in equity, any and all of the provisions of this Declaration.

10.2.2 Enforcement by Declarant. Declarant shall have the right, but not the obligation, to enforce the provisions of this Declaration while it is still a record owner of at least one (1) Condominium Unit, including any decision made by the ACC, in any manner provided by law or in equity, and in any manner provided in this Declaration. The provisions of this Declaration are equitable servitudes and covenants running with the land, enforceable by Declarant against the Association and/or an Owner, tenant or occupant of any Condominium Unit in the Project. Declarant has no obligation to enforce any provision of this Declaration. Declarant may elect to enforce any provision of this Declaration at any

time against the Association, or any Owner and no such action shall be construed to imply any obligation on the part of Declarant to enforce the same provision against another Owner.

10.2.3 Enforcement by Land Banker. Land Banker shall have the right, but not the obligation, to enforce the provisions of this Declaration independent of Declarant and as a "proxy" of Declarant while it is still a record owner of at any portion of the Project, including any decision made by the ACC, in any manner provided by law or in equity, and in any manner provided in this Declaration that would affect or may affect the real property owned by Land Banker. The provisions of this Declaration are equitable servitudes and covenants running with the land, enforceable by Land Banker against the Association and/or any Owner, tenant or occupant of any Condominium in the Project. Land Banker has no obligation to enforce any provision of this Declaration. Land Banker may elect to enforce any provision of this Declaration at any time against the Association or any Owner and no such action shall be construed to imply any obligation on the part of Land Banker to enforce the same provision against another Owner.

10.2.4 Violation of Law. The Association may treat any Owner's violation of any state, municipal or local law, ordinance or regulation which creates a nuisance to other Owners in the Project or to the Association or pertaining to the ownership, occupation or use of any property, Parcel, Condominium Unit, EUA, or Association Property, within the Project is hereby declared to be a violation of the Project Documents and subject to any or all of the enforcement procedures set forth in this Declaration as long as the Association complies with the Notice and Hearing requirements.

10.2.5 No Forfeiture or Abridgement of Rights. The Association shall not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his/her Condominium Unit for the Owner's failure to comply with the provisions of the Project Documents, including Association Rules, except by judgment of a court of law or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments duly levied by the Association.

10.2.6 Remedies Cumulative. Each remedy provided by this Declaration is cumulate and not exclusive.

10.2.7 No Waiver. The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions of this Declaration for the same or different violation thereof.

10.3 Exemption and Rights of Declarant. Nothing in this Declaration shall limit, condition or abridge the unfettered right of Declarant to specify and approve the design for the complete construction of Improvements on Parcels owned by Declarant, or to alter or modify completed Improvements or to construct such additional Improvements as Declarant and Land Banker deem advisable prior to the final sale of all of the Condominiums in the Project. Such right shall include, but shall not be limited to, designing, erecting, constructing, and Maintaining on any portion of the Project owned by Declarant and Land Banker such structures and displays as may

be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. Declarant and Land Banker specifically reserve the right to use any unsold Condominiums on the Project for models, construction offices, trailers, and sales offices, and further reserve the right to rent any unsold Condominiums and the Improvements thereon. This Declaration shall not limit the right of Declarant and Land Banker at any time prior to acquisition of title by a purchaser from Declarant or Land Banker to establish on the Project additional easements, reservations, and rights of way for itself, utility companies, or others as may from time to time be reasonably necessary for the proper development and disposal of the Condominiums. Declarant, with the consent of Land Banker pursuant to the Purchase Agreement, as applicable, reserves the right to alter its construction plans and designs as it deems appropriate.

ARTICLE XI

BUDGETS AND FINANCIAL STATEMENTS

11.1 Preparation and Distribution of Budget. The Board shall annually prepare, adopt and distribute a Budget in accordance with the requirements of California Civil Code Sections 5300, 5305, 5320, and 5565. A summary of the Budget may be distributed in lieu of the entire Budget if the requirements set forth in California Civil Code Section 5300 are satisfied.

11.2 Annual Report. The Board shall annually prepare and distribute an annual report in accordance with the requirements of California Civil Code Sections 5300, 5305, 5310, 5320, 5565 and 5730. The annual report shall separately address the Budget.

11.3 Quarterly Reconciliation. Pursuant to California Civil Code Section 5500, at least quarterly, the Board shall: (i) cause a current reconciliation of the Association's Current Operating Account(s) to be made and review the same; (ii) cause a current reconciliation of the Association's Reserve Account to be made and review the same; (iii) review the current year's actual reserve revenues an expense compared to the current year's Budget; (iv) review the most current account statements prepared by the financial institution where the Association has its Current Operating and Reserve Accounts; and (v) review an income and expense statement for the Association's Current Operating and Reserve Accounts.

11.4 Reserve Account Study. The Board shall (i) cause a study of the Reserve Account to be conducted every three (3) years as required by California Civil Code Section 5550(a), (ii) review the study annually, and (iii) consider and implement necessary adjustments to the Board's analysis of the Reserve Account requirements as a result of that review in compliance with the provisions of California Civil Code Section 5550.

11.5 Notice of Increased Assessments. The Board shall provide notice by first-class mail to the Owners of any increase in Regular Assessments or the levy of any Special Assessments in accordance with the provisions of California Civil Code Section 5615.

11.6 Statement of Outstanding Charges. Within ten (10) days of a written request by an Owner, the Association shall provide to the Owner a written statement which sets forth the amounts of delinquent Assessments, penalties, attorney's fees and other Additional charges against that

Owner's Condominium Unit. A charge for the statement may be made by the Association, not to exceed the reasonable costs of preparation and reproduction of the statement.

11.7 Owner's Right to Conduct an Independent Audit. Each Owner shall have the right to conduct an independent audit of the Association's financial records at the Owner's expense. The financial records that may be made available to the requesting Owner shall comply with California Civil Code Section 5200, *et seq*.

ARTICLE XII

INSURANCE, DESTRUCTION AND CONDEMNATION

12.1 Insurance. The Association shall maintain casualty, liability and other insurance on behalf of the Association as required by the provisions of this Declaration. The amount, term and coverage of any policy required hereunder (including the type of endorsements, the amount of the deductible, the named insureds, the loss payees, standard mortgage clauses, notices of changes or cancellations, and the insurance company rating) shall satisfy the minimum requirements for the Project by the FNMA, FHLMC, or any successor to either of those entities (with the exception of earthquake insurance which the Board shall have complete discretion to purchase). If the FNMA or FHLMC requirements conflict, the more stringent requirements shall be met. If FNMA and FHLMC do not impose requirements on any policy required hereunder, the term, amount and coverage of such policy(ies) shall be no less than that which is customary for similar policies on similar projects in the area. If the Association is unable to purchase a policy or if the Association believes that the cost of the policy is unreasonable, the Board shall call a special meeting of Members to determine what action to take.

12.2 General Provisions and Limitations. All insurance policies shall be subject to and, where applicable, shall contain the following provisions and limitations:

12.2.1 Underwriter. All policies (except earthquake insurance) shall be written with a company legally qualified to do business in the State of California and holding a "B" or better general policyholder's rating and a "6" or better financial performance index rating as established by Best's Insurance Reports, reinsured by a company described above, or if such a company is not available, the best rating possible or its equivalent.

12.2.2 Named Insured. Unless otherwise provided in this Section, the named insured shall be the Association or its authorized representative, as trustee for the Owners. However, all policies shall be for the benefit of Owners and their Mortgagees, as their interests may appear.

12.2.3 Authority to Negotiate. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board or its authorized representative as trustee who shall have exclusive authority to negotiate losses under any policy provided property or liability insurance to perform such other functions as are necessary to accomplish this purpose; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in any settlement negotiations related thereto.

12.2.4 Contribution. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Owners or their Mortgagees.

12.2.5 General Provisions. To the extent possible, the Board shall make every reasonable effort to secure insurance policies providing for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Board, the manager, the Owners and their respective servants, agents and guests;

(b) That the policy will be primary, even if an Owner has other insurance which covers the same loss;

(c) That no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each First Mortgagee listed as a scheduled holder;

(d) An agreed amount endorsement, if the policy contains a coinsurance clause;

(e) A guaranteed replacement cost or replacement cost endorsement; and

(f) An inflation guard endorsement.

12.2.6 Term. The period of each policy shall not exceed three (3) years. Any policy for a term greater than one (1) year must permit short rate cancellation by the insureds.

12.2.7 Deductible. The policy may contain a reasonable deductible and the amount of the deductible shall be added to the face amount of the policy in determining whether the insurance equals replacement cost.

12.3 Types of Coverage. Unless the Association determines otherwise pursuant to Section 12.1, the Board shall obtain at least the following insurance policies in the amounts specified:

12.3.1 Property Insurance for Association Property. A Special Form or "All Risk" policy of property insurance for all insurable Association Property Improvements and Association Maintenance Areas, including fixtures and Building service equipment, against loss or damage by fire or casualty, in an amount equal to the full replacement cost (without respect to depreciation) of the Association Property, and exclusive of land, foundations, excavation and other items normally excluded from coverage. A replacement cost endorsement shall be part of the policy.

12.3.2 Liability Insurance. A combined single limited policy of liability insurance in an amount not less than Two Million Dollars ($2,000,000) covering the Association Property and all damage or injury caused by the negligence of the Association, the Board

or any of its agents, or the Owners against any liability to the public or to any Owner incident to the use of or resulting from any accident or intentional or unintentional act of an Owner or a third party occurring in or about any Association Property. If available, each policy shall contain a cross liability endorsement in which the rights of the named insured shall not be prejudiced with respect to any action by one named insured against another named insured.

12.3.3 Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with all applicable laws of the State of California or the regulations of any governmental body or authority having jurisdiction over the Project.

12.3.4 Fidelity Bond. A fidelity bond naming the Board, the Owners, the Association and such other persons as the Board may designate as obligees, in an amount equal to at least one-fourth (¼) of the total sum budgeted for the Current Operating Account and Reserve Account for the current fiscal year. The fidelity bond shall contain a waiver of any defense based on the exclusion of person serving without compensation.

12.3.5 Directors and Officers. Errors and omissions insurance coverage individual liability of Directors and Officers for their negligent acts or omissions while acting in their capacities as Directors and Officers in an amount equal to at least the minimum amount specified in California Civil Code Section 5800(a)(4).

12.3.6 Other Insurance. Other types of insurance as the Board may determine in its sole discretion to be necessary to fully protect the interests of the Owners and Association.

12.4 Waiver of Subrogation. All insurance carried by the Association, or the Owners, shall contain provisions whereby the insurer waives rights of subrogation as to the Association, Directors, Officers, Declarant, Owners, occupants of Condominium Units, their family, guests, agents and employees.

12.5 Insurance by Owner. Each Owner shall obtain and maintain, at his/her expense, fire and casualty coverage as may be required by the Owner's individual Mortgagee, or if no Mortgagee encumbers a Condominium Unit, fire and casualty coverage as may be determined by the Board, with respect to damage or destruction to personal property, upgrades or additions to any fixtures or Improvements within Owner's Condominium Unit that is not covered by Section 12.3.1, above, provided, however, that no Owner shall be entitled to maintain insurance coverage in a manner so as to decrease the amount which the Association, on behalf of all Owners and their Mortgagees, may realize under any insurance policy which the Association may have in effect at any time. If a Condominium is subject to an FHA-insured Mortgage, the Owner of said Condominium shall obtain an HO-6 or "walls-in" coverage policy if required by an FHA-insured Mortgagee. All such individually carried insurance as set forth in this Section 12.5 shall also contain a waiver of subrogation rights by the carrier as to other Owners, the Association and Eligible First Mortgagee of such Condominium Unit. It is recommended that Owners obtain general liability insurance for injuries or damage caused to any person or personal property or Improvements caused by Owner and loss assessment coverage in an amount as may be recommended by a qualified consultant. If a policy carried by the Association offers coverage for

a claim made by an Owner as a result of damage to any Improvement or personal property, the Owner shall be responsible for paying any deductible, if the Owner wishes to adjust the claim under the Association's policy. Each Owner is strongly urged to contact an insurance specialist to determine the appropriate type and amount of insurance including insurance to cover the Parcel, Condominium Unit, as applicable, and personal property.

12.6 Annual Review of Policies. The Board shall review the adequacy of all insurance, including the amount of liability coverage and the amount of property damage coverage, at least once a year. At least once every three (3) years, the review shall include a replacement cost appraisal of all insurable Association Property Improvements without respect to depreciation. The Board shall adjust the policies to provide the amounts and types of coverage and protection that are customarily carried by prudent owners of similar property in the area in which the Project is situated.

12.7 Payment of Premiums. Premiums on insurance maintained by the Association shall be a component of Common Expenses, funded by Assessments levied by the Association.

12.8 Damage or Destruction.

12.8.1 Association. The Board shall have the duty to repair and reconstruct the Association Property without the consent of Members and irrespective of the amount of available insurance proceeds or other funds, in all instances of partial damages destruction where the estimated cost of repair and reconstruction does not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. If there is total damage or destruction of any Improvement, including Association Property which are insured under an insurance policy held by the Association, the Association shall proceed with the filing and adjustment of all claims arising under the existing policies to restore, rebuild and reconstruct such Improvements to substantially the same condition and appearance in which it existed prior to the damage or destruction. The insurance proceeds shall be paid to and held by the Association.

(a) Bids. Whenever restoration, rebuilding or reconstruction is to be performed pursuant to this Section 12.8.1, the Board shall obtain such bids from responsible licensed contractors to restore the damaged Improvements as the Board deems reasonable, and the Board, on behalf of the Association, shall contract with the contractor whose bid the Board deems to be the most reasonable.

(b) Proceeds. The costs of restoring, rebuilding or reconstructing the damaged Improvements shall be funded pursuant to the provisions and in the priority established in this Section 12.8.1. A lower priority procedure shall be utilized only if the aggregate amount of funds then available pursuant to the procedures of higher priority as insufficient to restore the damaged Improvements. The priorities are as follows:

(i) Any and all insurance proceeds paid to the Association under existing insurance policies.

(ii) Any and all reserve account funds designated for the repair or replacement of the Improvement(s) that has been damaged or destroyed.

(iii) Any funds raised by a Special Assessment against all Owners levied by the Board up to the maximum amount permitted without approval of the Members as allowed by law.

(iv) Any funds raised by a Special Assessment against all Owners levied by the Board pursuant to a vote of the Members pursuant to Section 12.8.1(c) below.

(c) Additional Special Assessment. If the total funds available pursuant to Section 12.8.1(b) are insufficient to restore, rebuild or reconstruct the damaged or destroyed Improvement(s), then a special meeting of the Members shall be called for the purpose of voting whether to impose an additional Special Assessment and deciding upon the amount thereof. The Board shall then contract for the restoration, rebuilding or reconstruction of the damaged Improvement(s) as described above, making use of all funds available to it.

12.8.2 Owners. Subject to the provisions herein, if all or any portion of a Building or Condominium Unit is damaged or destroyed by fire or other casualty and the loss is not covered by an insurance policy held by the Association, the Owner(s) of the Improvement shall either (a) restore the damaged Improvements or (b) remove all damaged Improvements, including foundation and leave the Condominium Unit in a clean and safe condition. Any restoration, rebuilding or reconstruction under subdivision (a) above must be performed so that the Improvements are in substantially the same condition in which they existed prior to the damage or destruction, unless the Owner complies with the provisions of ARTICLE VI of this Declaration. Unless extended by the Board, the Owner must commence such work within one hundred twenty (120) days after the damage occurs and must complete the work within one (1) year thereafter.

12.9 Condemnation.

12.9.1 Condemnation Affecting Association Property.

(a) Sale in Lieu. If an action for condemnation of all or a portion of Association Property is proposed or threatened by an entity having the right to eminent domain, then on the unanimous written consent of all of the Owners, and subject to the rights of all Mortgagees, if any, Association Property, or a portion of it, may be sold by the Board. Subject to California Corporations Code Section 8724, the proceeds of the sale shall be distributed among the Condominium Units on the same basis as their Regular Assessment obligations and between the Owners and their Mortgagees as their respective interests shall appear; provided, however, there shall be no reallocation of interests in Association Property resulting from a partial condemnation or partial destruction of the Project may be effected without approval of at least fifty-one percent (51%) of Eligible First Mortgagees.

(b) Award. If Association Property, or a portion of it, is not sold, but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Owners and their respective Mortgagees. If the judgment of condemnation does not apportion the award, then the award shall be distributed as provided above.

12.9.2 Condemnation Affecting Condominium Units. If an action for condemnation of all or a portion of, or otherwise affecting a Condominium Unit is proposed or threatened, the Owner and the Mortgagees of the affected Condominium Unit, as their respective interests shall appear, shall be entitled to the proceeds of any sale or award relating to the affected Condominium Unit. If any Condominium Unit is rendered irreparably uninhabitable as a result of such a taking, the Condominium Unit shall be deemed deleted from the Project and the Owners and Mortgagees of the affected Condominium Unit, upon receiving the award and any portion of the reserve funds of the Association reserved for the Condominium Unit, if any, shall be released from the applicability of the Project Documents and deemed divested of any interest in the Association Property. Any restoration or repair of the Condominium Unit after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless approval of fifty-one percent (51%) of the First Mortgagees is obtained. Any action to terminate the Project after substantial destruction or condemnation of the Project occurs or for other reasons to be agreed to by Mortgagees shall require approval of at least fifty-one percent (51%) of Mortgagees.

ARTICLE XIII

MORTGAGEE PROTECTIONS

13.1 Mortgages Permitted. Any Owner may encumber his or her Condominium Unit with Mortgages.

13.2 Priority of Mortgage. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in the Project Documents by any Owner or of any re-entry by reason of such breach shall not defeat or render invalid the lien thereof. Any lien which the Association may have on any Condominium Unit in the Project for the payment of Common Expense Assessments attributable to such Condominium Unit will be subordinate to the lien or equivalent security interest of any First Mortgage on the Condominium Unit recorded prior to the date of recordation of a Notice of Lien.

13.3 Rights of Institutional Mortgagees. Any Institutional Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the First Mortgage, including judicial foreclosure under a power of sale (but excluding voluntary conveyance to the First Mortgagee), shall not be liable for the Condominium Unit's unpaid Regular Assessments, including Additional Charges, accrued prior to acquisition of title by the Institutional Mortgagee. Thereafter, the Institutional Mortgagee, as Owner of the Condominium Unit shall be obligated to pay any and all future Assessments levied against the Condominium Unit as long as the Institutional Mortgagee remains in title, including any Special Assessments levied by the Association to raise funds needed

because of uncollected delinquent Assessments, as long as the Special Assessment is allocated among all of the Condominium Units as provided in ARTICLE IX of this Declaration.

13.4 Rights of Mortgagees Upon Default of Mortgagor. In the event of a default by any Owner in any payment due under the terms of any Mortgage held by an Institutional Mortgagee encumbering a Condominium Unit, or the promissory note secured by the Mortgage, the Mortgagee or his or her representative, upon giving written notice to such defaulting Owner and the Association, and placing of record a notice of default, is hereby granted a proxy and may exercise the voting rights of such defaulting Owner attributable to such Condominium Unit at any regular or special meeting of the Association held during such time as such default may continue. Unless such written notice is provided to the defaulting Owner and the Association, any Mortgagee may appear (but cannot vote) at meetings of Members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or Reimbursement Assessments.

13.5 Payment of Taxes or Premiums by Mortgagees. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Association Property, unless such taxes or charges are separately assessed against the Owners, in which case the rights or Mortgagees shall be governed by the provisions of their Mortgages. Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Association Property and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any Mortgagee which requests the same to be executed by the Association.

13.6 Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

13.7 Conflict with Declaration. To the extent that any of the provisions of this Declaration conflict with the rules and regulations of FNMA, FHA, VA and/or FHLMC for those Condominium Units in which these entities are either holders, insurers or guarantors of a First Mortgage on said Condominium Unit, the rules and regulations of FNMA, FHA, VA and/or FHLMC shall control.

13.8 Notice to Mortgagees. First Mortgagees are entitled to timely written notice from the Association of (a) any condemnation or casualty loss that affects a material portion of the Project or the Condominium Unit securing the Mortgage; (b) any sixty (60) day delinquency in the payment of Assessments or Additional Charges owed by the Owner of any Condominium Unit on which it holds the Mortgage if the delinquency is not cured within sixty (60) days after its due date; (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association; (d) any proposal to take any action specified in this ARTICLE XIII, or Sections 12.8 and 12.9 herein; (e) any default by the Owner of a Condominium Unit that is subject to a First Mortgage held by the First Mortgagee in the performance of his or her obligations under this Declaration or the Bylaws which is not cured within sixty (60) days; and (f) any proposed action that requires the consent of a specified percentage of First Mortgagees.

13.9 Inspect Books and Records. Any Owner, First Mortgagee and insurers of any First Mortgage shall be entitled to inspect and copy the books, records, financial statements, the Declaration, Bylaws and Association Rules of the Association. The Association shall also make available to prospective purchasers of Condominium Units current copies of the Declaration, Bylaws, Association Rules and the most recent annual audited financial statement, if any is prepared. The Association must provide an audited financial statement for the immediately preceding fiscal year if the First Mortgagee submits a written request for it. Said financial statement shall be furnished by the Association within a reasonable time following such request.

ARTICLE XIV

DISPUTE RESOLUTION PROCEDURES

14.1 In General. This ARTICLE XIV contains procedures concerning disputes between Owners, the Association and the Declarant related to the Project or each other (the "***Dispute Resolution Procedures***"). The procedures in this ARTICLE XIV do not apply to Declarant's normal customer service procedures pertaining to the Condominium Unit, and Owners are encouraged to resolve any potential disputes or claims through Declarant's normal customer service procedures prior to initiating the procedures in this ARTICLE XIV. HOWEVER, these Dispute Resolution Procedures ***shall not be applicable*** to disputes between the Association and/or Owners, on the one hand, and Declarant, on the other hand, including, but not limited to, disputes, issues, claims, damages, causes of action, demands or notices governed or controlled by Right to Repair Act. Any and all disputes described in the Dispute Resolution Declaration between the Association/Owners and Declarant shall be governed by the Dispute Resolution Declaration recorded against the Project. In the event any other developer acquires any portion of the Project from Land Banker for purposes of development and the sale of Condominiums to the homebuying public, Land Banker and/or any such developer shall have the right, without the necessity of consent from the Owners or the Association, to record against said acquired real property its own dispute resolution procedures for claimed construction defects in such real property.

14.2 Disputes Between Association and Owners. All disputes, controversies, claims and demands between the Association and any Owner pertaining to the subject areas described in California Civil Code Section 5900 shall be governed by the procedures set forth in this Section 14.2.

14.2.1 Election of Statutory Procedures. Except as excused by law, prior to the initiation of a Request for Resolution or any legal proceeding, the Association and any Owner shall "meet and confer" using the procedures set forth in California Civil Code Section 5900, *et seq.*

14.2.2 Request for Resolution. If the Association and Owner are unable to resolve their dispute, controversy, claim or demand through the "meet and confer" procedures of California Civil Code Section 5900, *et seq.*, and to the extent applicable, prior to the initiation of any legal proceeding, the parties shall comply with the Request for Resolution procedures set forth at California Civil Code Section 5925, *et seq*.

14.2.3 Attorney's Fees and Costs. In any action, including arbitration and civil action, between the Association and any Owner (but excluding Declarant as an Owner) to enforce the Project Documents, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, pursuant to California Civil Code Section 5975.

14.3 Disputes Between Owners. Disputes between Owners shall be governed by this Section.

14.3.1 Mediation. If the Owners cannot informally resolve any disputes, controversies, claims and demands between themselves, the matter shall be submitted to mediation using a mediator who is acceptable to the parties. If the parties cannot agree on a mediator, any party may petition the Superior Court of the County for appointment of the mediator by the presiding judge. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process. The following rules and procedures shall apply in all cases unless the parties agree otherwise:

(a) Any Owner may initiate mediation by serving written notice to any other Owner(s) demanding that the dispute, controversy, claim or demand be resolved by the mediation procedures of this Section 14.3.1. The parties shall have thirty (30) days from the date of the written notice to mutually agree on a mediator. Within ten (10) days of the selection of the mediator, each party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. Mediation shall be held in the County or such other place that is mutually acceptable by the parties.

(b) The mediator has discretion to conduct the mediation in the manner which is most appropriate for settlement of the dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties.

(c) Prior to the commencement of the mediation session, the mediator and all parties to the mediation shall execute an agreement in order to exclude the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum including, but not limited to, binding arbitration (as set forth in Section 14.3.2 of this Declaration), court or judicial reference proceedings, pursuant to California Evidence Code Section 1115, et seq., or successor statutes.

Pursuant to California Evidence Code Section 1119, the agreement shall specifically state:

> "No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. All communications, negotiations or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential."

(d) Persons other than the parties, the representatives and the mediator may attend mediation sessions only with the permission of the parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, documents or other information received by the mediator while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation process, excepting therefrom, any settlement of the dispute which may, at the option of the parties, be memorialized in writing and signed by the parties.

(e) The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, the expenses of any witnesses, or the costs of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

14.3.2 Arbitration. If the Owners are unable to resolve their dispute pursuant to Section 14.3.1, above, the dispute shall be submitted to binding arbitration conducted pursuant to the procedures and rules of the Judicial Arbitration and Mediation Services, Inc. ("***JAMS***") or any successor thereto, and subject to the following provisions:

(a) The fees and costs of arbitration shall be borne equally by the parties or, if the parties cannot agree, then as determined by the arbitrator(s) with the costs and fees of the arbitration to ultimately be borne as determined by the arbitrator(s).

(b) The arbitrator(s) shall be selected no later than sixty (60) days from JAMS' receipt of the demand for arbitration. The arbitrator(s) shall comply with California Code of Civil Procedure Section 1297.121, and may be challenged on

any of the grounds listed therein or as set forth in California Code of Civil Procedure Section 1297.124.

(c) The arbitration shall be held in the County unless the parties agree to a different location.

(d) The arbitrator(s) shall have the authority to recognize any and all available remedies, whether in law or equity, for any cause of action, claim or demand that is the basis for the arbitration, with the exception of punitive damages which may be limited or prohibited as authorized by the parties.

14.3.3 Litigation. The Owners covenant that they shall forbear from commencing any litigation without complying with the procedures set forth in Sections 14.3.1 and 14.3.2 above. If any Owner fails or refuses to participate in the mediation and arbitration proceedings, the other party or parties may bring an action in any court of competent jurisdiction to resolve the dispute, including obtaining an order compelling compliance with the procedures described in Sections 14.3.1 and 14.3.2, above. Nothing herein shall prevent any Owner from commencing any legal action which in the good faith determination of the Owner is necessary to preserve any Owner's rights under any applicable statute of limitations, provided that the Owner shall take no further steps in prosecuting the action until it has complied with the procedures described in Sections 14.3.1 and 14.3.2, above. Notwithstanding any other provision herein to the contrary, in any dispute between the Owners, the prevailing party shall be entitled to reasonable attorney's fees and costs. Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle the claim shall be considered communications undertaken in the course of effecting a settlement or compromise and as such shall not be admissible as the admission on the part of any party or any representative or agent of the party to be utilized for any such purpose in any action or proceeding. Nothing herein shall be considered to reduce or extend any applicable statute of limitations or repose.

14.4 Exceptions; Admissibility of Communications; Statute of Limitations. Disputes that are governed by the procedures set forth in the Dispute Resolution Declaration shall not apply to any action taken by the Association against Declarant for delinquent Assessments, which shall be governed by ARTICLE IX entitled "Assessments", or in any action involving any Bonds, which shall be governed by the provisions of ARTICLE XV entitled "Enforcement of Bonded Obligations." Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle the claim shall be considered communications undertaken in the course of effecting a settlement or compromise and as such shall not be admissible as an admission on the part of any party or any representative or agent of the party to be utilized for any such purpose in any action or proceeding. Nothing herein shall be considered to reduce or extend any applicable statute of repose or limitations.

14.5 Legal Proceeding Against Declarant. Not later than thirty (30) days prior to the filing of any legal proceeding by the Association against the Declarant for alleged damage to Association Property or other Improvements that the Association is obligated to Maintain or repair,

the Board shall provide written notice to each Eligible First Mortgagee and Member of the Association. This notice shall specify all of the following: (a) that a meeting will take place to discuss problems that may lead to the filing of a legal proceeding; (b) the options, including civil actions, that are available to address the problems; and (c) the time and place of this meeting. In addition, if there is available information, the Association may also elect to provide the following: (i) a good faith estimate of the costs to repair the alleged defects prepared by a licensed contractor who has submitted a bid to perform the necessary repair work; (ii) how the necessary repairs will be funded; (iii) the name of the attorney whom the Association is contemplating retaining and an estimate of the attorney's fees, consultant's fees and any other costs to be incurred to prosecute such proceedings; and (iv) how such fees and costs will be funded. Nothing in this Section shall abrogate a Member's duty to disclose to prospective purchasers the alleged defects, and the potential impact the proceedings may have on the marketability and availability of financing and/or insurance for the Condominium Units in the Project. Notwithstanding, if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the legal proceeding, the Association may give the notice, as described above, within thirty (30) days after the filing of the legal proceeding.

ARTICLE XV

ENFORCEMENT OF BONDED OBLIGATIONS

15.1 Bonded Obligations. When Association Property Improvements have not been completed prior to the issuance of the original Final Public Report to which the Association Property is subject and the Association is the obligee under a Bond to secure performance of the commitment of Declarant to complete the Association Property Improvements, the following provisions shall apply:

15.1.1 Completed Improvements. If all Improvements identified in the planned construction statement appended to the Bond are covered by one or more recorded notices of completion, the Board shall execute all required documents by the surety to release the Bond.

15.1.2 Improvements Not Completed. If a notice of completion has not been filed within sixty (60) days after the completion date specified for that Improvement in the planned construction statement appended to the Bond, the Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond. If the Association has given an extension in writing for the completion of any Association Property Improvements, the Board shall consider and vote on the aforesaid question if a notice of completion has not been filed within thirty (30) days after the expiration of the extension.

15.1.3 Action by Members. If the Board fails or refuses to initiate action to enforce the bonded obligations, upon receipt of a petition for a special meeting signed by Members representing five percent (5%) or more of the total voting power of the Association, the Board shall call a special meeting of the Members to override the Board's failure or refusal to act. The special meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt of the petition by the Board. At the special meeting, the

affirmative vote of a majority of Members, excluding any votes of Declarant, shall be required to take action to enforce the obligations under the Bond and shall be deemed to be the decision of the Association. The Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

15.2 Release of Bond. Upon satisfaction of Declarant's obligation to complete the Association Property Improvements, the Association shall acknowledge in writing that it approves the release of the Bond and shall execute any other documents that may be reasonably necessary to affect the release of the Bond. The Association may not condition its approval on the satisfaction of any condition other than completion of the Association Property Improvements. If the Association breaches any of the foregoing obligations, it will be liable to Declarant for any damages incurred thereby, including reasonable attorney's fees. Any dispute between Declarant and the Association shall be resolved in accordance with the provisions of the escrow instructions which accompany the Bond.

ARTICLE XVI

GENERAL PROVISIONS

16.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be binding on the Association and the Owners, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of fifty (50) years from the date this Declaration is recorded. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years.

16.2 Owner's Compliance. Each Owner, tenant or occupant of a Condominium Unit shall comply with the provisions of this Declaration, and (to the extent they are not in conflict with the Declaration), the Project Documents and the decisions and resolutions of the Association or the Board, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover all Additional Charges, for damages, for injunctive relief, or to enforce such provisions, decisions or resolutions. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Project Documents shall be deemed to be binding on all Owners, their successors and assigns.

16.3 Notices. Unless otherwise stated in this Declaration or as allowed by law, any notice permitted or required by the Project Documents may be delivered in any manner set forth in California Civil Code Sections 4040, 4045, 4050 and 4055. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to the person to be notified at the current address given by such person to the Secretary of the Board or addressed to the Condominium Unit of such person if no address has been given to the Secretary.

16.4 Notice of Transfer. No later than fifteen (15) days after the sale or transfer of any Condominium Unit whereby the transferee becomes the Owner thereof, the transferee shall notify the Association in writing of such sale or transfer. Such notice shall set forth: (a) the Condominium Unit involved; (b) the name and address of the transferee and transferor if known; and (c) the date

of sale. Unless and until such notice is given, the Association shall not be required to recognize the transferee for any purpose, and any action taken by the transferor as an Owner may be recognized by the Association. Prior to receipt of any such notification by the Association, any and all communications required or permitted to be given by the Association shall be deemed duly given and made to the transferee if duly and timely made and given to said transferor.

16.5 Delivery of Project Documents to Transferee. Prior to transfer of title to a Condominium Unit, the transferor shall provide to the prospective transferee a copy of the Project Documents, the documents identified in the Dispute Resolution Declaration, and such other documents and information as are required by California Civil Code Sections 4525 and 4535 at the close of escrow, buyer shall be deemed to have all of these documents and shall be bound by them.

16.6 Easements Reserved and Granted. Any easements appurtenant to a Condominium Unit referred to in this Declaration shall be deemed reserved and/or granted by reference to this Declaration in a deed to said Condominium Unit.

16.7 Termination of any Responsibilities of Declarant. If Declarant conveys all of its right, title and interest in and to the Project to any partnership, individual or corporation, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or corporation shall be obligated to perform all such duties and obligations of the Declarant.

16.8 Mergers and Consolidations. To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit organizations organized for the same purposes as this Association, provided that any such merger or consolidation shall be the written consent of all of the Members or the assent by vote of two thirds (⅔) of the Members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be given to all Members at least thirty (30) days in advance.

16.9 Limitation of Restrictions on Declarant and Land Banker. Nothing in this Declaration shall be understood or construed to (a) prevent Declarant or Land Banker, its contractors, or subcontractors from doing on the Project or any Parcel, Condominium Unit or parcel, whatever is reasonably necessary or advisable in connection with completing the Project as proposed; or, (b) prevent Declarant or Land Banker, or its representatives from erecting, constructing and Maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing the Project and establishing said Project as a residential community and disposing of the same in Condominium Units by sale, lease, or otherwise; or, (c) prevent Declarant or Land Banker from conducting on any part of the Project its business of completing the Project and of establishing a plan of ownership and of disposing of said Project in Condominium Units by sale, lease or otherwise; or, (d) prevent Declarant or Land Banker from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof, provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his/her Parcel, Condominium Unit or the Association Property. The foregoing limitations of the application of the restrictions to Declarant and Land Banker shall terminate upon the sale of Declarant's or Land Banker's interests in the Project, or ten (10) years after the close of the first escrow, whichever

occurs earlier. Any action taken by Declarant and/or Land Banker pursuant to any provision of this Section 16.9 will not unreasonably interfere with the owners' rights and use of the Project. The rights of Land Banker herein shall only exist while it owns any portion of the Project.

16.10 Assignment by Declarant. The rights of Declarant in this Declaration may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Project, as developer, by an express assignment incorporated in a recorded deed that transfers any such interest to a successor or to a Mortgagee acquiring Declarant's interest in the Project by foreclosure or by deed in lieu of foreclosure provided, however, that so long as Land Banker owns any real property subject to this Declaration, Declarant shall not assign any of its rights, powers, authority, obligations, etc., to any other party without the prior written consent of Land Banker. In addition, Declarant shall not execute or consent to the execution or the recordation of any document or writing affecting the Project without the written consent of Land Banker which it may withhold it is absolute discretion for so long as Land Banker owns any portion of the Project.

16.11 Severability. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

16.12 Estoppel Certificate. Within ten (10) days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following information: (a) whether to the knowledge of the Association, the Owner or the Owner's Condominium Unit is in violation of any of the provisions of the Project Documents; (b) the amount of Regular and Special Assessments, including installment payments, paid by the Owner during the fiscal year the request is received; and, (c) the amount of any Assessments levied against the Owner's Condominium Unit that are unpaid as of the date of the statement, including any Additional Charges, late charges, interest, or cost of collection that as of the date of the statement are or may be made a lien against the Owner's Condominium Unit as provided by the Project Documents.

16.13 Successor Statutes. Any reference in the Project Documents to a statute shall be deemed a reference to any amended or successor statute.

16.14 Conflict with Project Documents. If there is a conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Articles, Bylaws, and Association Rules.

16.15 Exhibits. All exhibits attached to this Declaration are incorporated by this reference as though fully set forth herein.

16.16 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

16.17 Owner's Acknowledgment. Each Owner shall sign an acknowledgment that he/she has received and read the Project Documents.

16.18 Construction of Provisions. The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a

common interest development pursuant to the provisions of the Davis-Stirling Common Interest Development Act, California Civil Code Section 4000, *et seq*., as may be supplemented, amended and/or superseded.

16.19 Indemnification of City. Declarant, the Owners and the Association each agree to save, defend, indemnify and hold harmless City, and its directors, officers, agents and employees from and against all loss, liability, expenses, damages and costs (including reasonable fees, witness fees, and any other costs and expenses) for any accident, loss or damage to persons or property arising from or related to City's enforcement, or lack thereof, of any of the rights and remedies of City pursuant to this Declaration. Declarant, Owners, and the Association each understand and acknowledge that City is a third-party beneficiary under this Declaration and has the right, but not the obligation, to enforce any of its rights or remedies herein. Nothing in this Section 16.19 is intended to and/or shall operate in a manner to affect any otherwise applicable immunity or protection upon which City may be entitled to rely.

Signature(s) and Acknowledgement Page(s) Follow

[*Declarant's Signature Page to Declaration*]

IN WITNESS WHEREOF, the undersigned has executed this Declaration.

Dated: _____, 20___

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation,

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

CONSENT OF LAND BANKER

The undersigned, as the record owner of real property identified on **Exhibit A** of this "Declaration of Covenants, Conditions and Restrictions for The [Project Title]" (the "***Declaration***"), to which this Consent is attached, and the "Seller" under that "Memorandum of Purchase Agreement" between the undersigned and Meritage Homes of California, Inc., a California corporation, do hereby consent to the recordation of the Declaration.

Dated: _____, 20___

MTHCALV-I SANTA ANA STREET, LLC,
a Delaware limited liability company

By: MTHCA LAND VENTURE I LLC,
a Delaware limited liability company,
its Sole Member

By: CALIFORNIA URBAN HOMES, LLC,
a California limited liability company,
its Managing Member

By: MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation,
its Sole Member

By: _____
Name: _____
Its: _____

Acknowledgement Page Follows

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

That certain real property in the City of Costa Mesa, County of Orange, State of California, and described as follows:

> Parcels 1 and 2 of "Tract No. 19290," as shown on a map filed on _____, 20___, in Book ____ of Maps, at Pages ___ to ___, inclusive, in the Official Records of the Orange County Recorder's Office, State of California.

EXHIBIT B

MAINTENANCE RESPONSIBILITY CHART

The following represents a ***non-exclusive*** list of Improvements to be Maintained either by the Owner or Association. Its purpose is to describe Maintenance responsibilities over certain items where there may be some uncertainty as to the responsible maintaining party. The reference to "HOA" refers to the Association. References to "Unit" shall refer to Condominium Unit.

Improvement	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
Interior doors and hardware (locks, hinges, *etc.*)	Owner	Owner	Owner	Owner	Owner	N/A	N/A
Unit entry door, hardware and weather stripping	Owner	Owner	Owner	Owner	HOA (exterior surface only)	N/A	N/A
Doorbells	N/A	Owner	Owner	Owner	N/A	N/A	N/A
Unit garage doors, openers, hardware, and opening equipment	Owner	Owner	Owner	Owner	HOA (exterior surface only)	N/A	N/A
Windows and window surfaces of Units	Owner	Owner	Owner	Owner	N/A	N/A	N/A
Exterior window frames of Units	N/A	HOA	HOA	HOA	N/A	N/A	N/A
Sliding glass doors	Owner	Owner	Owner	Owner	N/A	N/A	N/A
Exterior sliding glass door frame of Units	N/A	HOA	HOA	HOA	N/A	N/A	N/A
Exterior light fixtures	Owner	Owner	Owner	Owner	Owner	N/A	N/A
Exterior light fixtures on HOA's meter	HOA	HOA	HOA	HOA	HOA	N/A	N/A
Light bulb for address lights	HOA	HOA	HOA	HOA	N/A	N/A	N/A
Address light fixture	HOA	HOA	HOA	HOA	N/A	N/A	N/A

Improvement	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
Electric meter and water sub-meter (and water lines after it reaches the sub-meter) that serves a Unit	Owner	Owner	Owner	Owner	N/A	N/A	N/A
Water and sewer lines and pipes in AP	HOA	HOA	HOA	HOA	N/A	N/A	N/A
Utility closet (for meter clusters and other equipment for Units)	HOA	HOA	HOA	HOA	HOA	N/A	N/A
Plumbing systems (including pipes in interior walls)	Owner	Owner	Owner	Owner	N/A	N/A	N/A
Electrical systems (including lines in interior walls)	N/A	Owner	Owner	Owner	N/A	N/A	N/A
Smoke detectors and carbon monoxide detectors	Owner	Owner	Owner	Owner	N/A	N/A	N/A
Fire sprinkler lines and sprinkler heads serving the Unit	Owner	Owner	Owner	Owner	N/A	N/A	N/A
Back up battery for smoke detectors and carbon monoxide detectors	N/A	Owner	N/A	Owner	N/A	N/A	N/A
Drainage systems within Association Property	HOA	HOA	HOA	HOA	N/A	N/A	N/A

Improvement	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
Landscape, irrigation and associated plantings within Association Property	HOA	HOA	HOA	HOA	N/A	N/A	N/A
Utility facilities, equipment, lines, pipes, trenches, and conduits that exclusively service AP	HOA	HOA	HOA	HOA	N/A	N/A	N/A
Cluster mailboxes (excluding locks, keys and door)	HOA	HOA	HOA	HOA	HOA	N/A	N/A
Foundation for Buildings	N/A	HOA	HOA	HOA	N/A	N/A	N/A
Balcony, Patio and Porch waterproof membrane of Units (if any)	Owner	Owner	HOA	HOA	HOA	N/A	N/A
Balcony, Patio and Porch structural components of Units	N/A	HOA	HOA	HOA	HOA	N/A	N/A
HVAC system, pad	Owner	Owner	Owner	Owner	N/A	N/A	N/A
Landscape screening for HVAC systems	HOA	HOA	HOA	HOA	N/A	N/A	N/A
Offsite Maintenance Areas	HOA	HOA	HOA	HOA	N/A	N/A	N/A
Private roadway, alleys, curbs and sidewalks	HOA	HOA	HOA	HOA	N/A	HOA	HOA
Roofs, gutters and downspouts of Buildings	HOA	HOA	HOA	HOA	HOA	N/A	N/A
Solar energy system	Owner	Owner	Owner	Owner	N/A	N/A	N/A

Improvement	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
Trash enclosures and bulk item areas	HOA	HOA	HOA	HOA	HOA	HOA	HOA
Monuments, furniture and structures in courtyard areas	HOA	HOA	HOA	HOA	HOA	HOA	HOA

PARTIDA, ANNA

From: Adam Scotchler <adam@crossfittustin.com>
Sent: Tuesday, July 8, 2025 12:23 PM
To: PC Public Comments
Subject: Meritage Homes Housing Project - 3150 Bear St - Letter of Support

To: Costa Mesa Planning Commissioners and City Council Members

My name is Adam Scotchler and I am a resident of the city of Costa Mesa, as well as a small business owner. My wife and three children rent in Eastside Costa Mesa and we have been eager to purchase a home in Costa Mesa. The Meritage project at 3150 Bear Street offers my family the opportunity to become a home owner and to invest in this community.

I understand that this project has spent more than a year and a half being designed and vetted by your city staff. It meets all parking requirements and the improvements they are bringing to the area, including the park across the street, make this a great location to raise my children. I am hopeful you will approve this project and help facilitate its future build out.

—
Adam Scotchler
c. 714.276.6262
Crossfit Tustin
Trainer / Owner

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PH-1

PARTIDA, ANNA

From: Erin Gonzalez <erin.gonzalez95@gmail.com>
Sent: Wednesday, July 9, 2025 11:09 AM
To: PC Public Comments
Subject: Meritage Homes Housing Project - 3150 Bear St

To whom it may concern,

My name is Erin Gonzalez, and I'm a millennial young professional renter living in Costa Mesa. I am writing to express my strong support for the new homes that Meritage Homes is proposing at the former Trinity Broadcast site on Bear Street.

For me and many of my peers, homes in this category represent more than just new housing units, they offer a pathway to achieving the American dream of homeownership. With housing costs continuing to rise, affordable homes like those Meritage plans to construct are crucial for young people to establish a stable and affordable foothold in Orange County.

I respectfully urge the Commission to approve this project and provide more young residents the opportunity to thrive and build futures as homeowners in the Costa Mesa community. Thank you for your consideration.

Sincerely,

Erin Gonzalez
(714) 743-4397

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PARTIDA, ANNA PH-1

From: GREEN, BRENDA
Sent: Wednesday, July 9, 2025 2:38 PM
To: PC Public Comments
Subject: FW: Costa Mesa Chamber of Commerce Letter of Support - 3150 Bear Street Housing Project - Planning Commission
Attachments: Chamber Letter of Support for 3150 Bear Street Housing Project.pdf

Respectfully,
Brenda Green
City Clerk

City Clerk's Office | (714) 754-5221
77 Fair Drive | Costa Mesa | CA 92626

As City Hall has reopened, we encourage the public to take advantage of our appointment system. Appointments can be made at **www.costamesaca.gov/appointments**. Please note that it is required that all guests check in with our Concierge Staff, located on the 1st Floor Lobby, upon arrival at City Hall.

From: David Haithcock <dhaithcock@costamesachamber.com>
Sent: Wednesday, July 9, 2025 2:26 PM
To: CITY CLERK <CITYCLERK@costamesaca.gov>
Subject: Costa Mesa Chamber of Commerce Letter of Support - 3150 Bear Street Housing Project - Planning Commission

Please find attached a letter of support RE 3150 Bear Street Housing Project

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PH-1

July 9, 2025

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

RE: Support for Proposed Bear Street Residential Community (3150 Bear Street)

Dear Members of the Planning Commission,

On behalf of the Costa Mesa Chamber of Commerce, I am writing to express our strong support for the proposed residential community by Meritage Homes at 3150 Bear Street, the site of the former Trinity Broadcasting Center.

Costa Mesa continues to face a critical need for high-quality, for-sale housing. This project brings 142 thoughtfully designed homes, both detached condos and stacked flats, all for purchase. This opportunity supports long-term community investment and housing stability.

Key benefits include:

- Smart Growth: Transforms an inactive commercial site into a vibrant residential community, expanding homeownership opportunities through diverse floor plans and price points.
- Sustainability: Homes will feature solar, efficient HVAC, and EPA-certified green building practices, aligning with Costa Mesa's environmental goals.
- Community Design: Includes shared amenities, a tot lot, BBQ areas, two-car garages per unit, 37 guest spaces, and an HOA to ensure ongoing maintenance. Access points are carefully planned to support emergency access and neighborhood compatibility.
- Economic Impact: Adds 142 new households, supports local businesses, creates jobs, and increases city revenue—all while strengthening Costa Mesa's housing pipeline.

This project reflects the kind of smart, sustainable, and community-minded growth our city needs. We respectfully urge your support and look forward to seeing this exciting development come to life.

Sincerely,

David Haithcock
President & CEO
Costa Mesa Chamber of Commerce

PARTIDA, ANNA PH-1

From: Regina Smith <mom2boys0810@gmail.com>
Sent: Thursday, July 10, 2025 10:46 AM
To: PC Public Comments
Subject: Attached Letter for Appl: PGPA-24-0002
Attachments: cityproject.docx

To Whom it May Concern,

Please see attached letter for our disapproval of the project PGPA-24-0002

Thank you,
Justin and Regina Smith

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PH-1

Justin and Regina Smith

900 Mackenzie Pl

Costa Mesa, Ca 92626

Mom2boys0810@gmail.com

July 9th, 2025

To:

Costa Mesa Planning Commission

Costa Mesa City Council

Subject: Opposition to Application PGPA-24-0002 3150 Bear Street

We are writing to formally oppose the proposed 142-unit ownership residential development on the 6.12-acre site, which includes 93,500 square feet of on-site open space including private balconies and seven units designated for very low-income housing.

While the need for housing, especially affordable options, is undeniable in other cities in California, this project raises significant concerns for our community:

- **Overdevelopment of a Limited Space**

  Packing 142 ownership units—regardless of unit size—onto just over 6 acres represents an extremely high density for the area. This intensity is out of character with the surrounding neighborhoods, which have historically maintained more open space, lower housing density, and a quieter residential atmosphere.

- **Pressure on Services:**

  Local schools, water, sewer systems, and emergency services are already operating near the capacity for our city. Adding hundreds of new residents will place additional strain on public resources that the development does not adequately address.

- **Environmental and Community Character Concerns:**

  This development would dramatically transform a relatively modest, low-density neighborhood into a high-density enclave, disrupting the established character, visual landscape, and close-knit sense of community that residents have spent years cultivating. It threatens to permanently alter both the natural environment and the social fabric of the area. We strongly urge the city to prioritize development that aligns with the community's values—focusing on thoughtful planning, environmental responsibility, and long-term sustainability.

PH-1

- **Pressure on Infrastructure:**

  Increased traffic from this project will worsen congestion at several already overburdened intersections, particularly at Bear Street and Yukon, as well as the Bear Street on- and off-ramps to the 73 freeway. The intersection at Yukon and Bear regularly backs up starting around 3:30 PM and continues through the evening rush hour, often until 6:00 PM. During this time, vehicles routinely block the intersection, preventing residents from exiting the neighborhood via Yukon—whether attempting to go straight onto Paularino or turn right onto Bear to access the freeway.

  Additionally, the short stretch of Paularino Avenue between Bear and Bristol is heavily congested as drivers use it as a cut-through to reach the freeways or the shopping center at Bristol and Paularino. This section of road is frequently backed up and often blocked by traffic, and the city is already filling potholes on Paularino nearly every month due to the volume and weight of vehicles.

  Adding more vehicles from this proposed 142-unit development—along with traffic from the upcoming 1,583-unit Village Santa Ana at South Coast Plaza—will make Bear Street, particularly the segment from Sunflower to Baker, virtually impassable during peak times and the Christmas holiday. This corridor already experiences gridlock during the holiday season, and this level of development threatens to turn seasonal congestion into a year-round issue.

In light of these issues, I respectfully request that the Planning Commission deny or significantly revise this proposal to better reflect the community's needs and values.

Thank you for your time and consideration.

Sincerely,
Justin and Regina Smith

PARTIDA, ANNA PH-1

From: Adele M <adele1025@yahoo.com>
Sent: Sunday, July 13, 2025 12:52 PM
To: PC Public Comments
Subject: Lifestyles Community

Dear Costa Mesa Planning Commission,
I am writing in regards to the public hearing associated to the "Meritage Homes Development" and the neighborhood of the Lifestyles Community which will directly be impacted by the project.
I am a homeowner in the Lifestyles Community and have lived there for 20 years. I am so very concerned about the upcoming development that Meritage Homes is proposing. I know this project is happening whether we like it or not because the property itself has been purchased for such project but only hoping for some more consideration of the neighbors and neighborhood that surround the new development. I am so concerned about the traffic on Bear Street, especially in the front of our gated complex. The traffic on Bear Street has significantly increased! We have had residents literally ran over and injured in cars and bicycles trying to get across or leave our development. It would be ideal for it to be controlled by a traffic light to help with safety and accessibility. Entering and departing our complex is now much more problematic and I fear once the density of the new development, we will get stuck trying! Please consider this, please help us!
Another thought or opinion is that there be a crosswalk potentially or foot bridge? Currently, there have been no pedestrian improvements :(
I write this letter as the homeowner of the Lifestyles Community but also speaking up for several elderly neighbors that are also concerned that can not attend a meeting or use email, but are also very concerned about the same topics I have discussed.

Thank you for your time,

Adele Molica
Costa Mesa Resident

adele1025@yahoo.com

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PARTIDA, ANNA PH-1

From:
Sent: Sunday, July 13, 2025 4:58 PM
To: PC Public Comments
Subject: Opposition to Proposed Building Development on 3150 Bear Street

Good morning,

I am opposed to the proposed residential development of 3150 Bear Street.

Please remove my name from public records.

Thank you for your time and consideration.

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PARTIDA, ANNA PH-1

From: Kimberly Bertrand <kymers2@aol.com>
Sent: Sunday, July 13, 2025 8:50 PM
To: PC Public Comments
Subject: Bear Street Housing Project Agenda Item July 14,2025

Hello Planning Commission,

I'm reaching out before the meeting on July 14th regarding the Bear Street Housing Project. I live next door in the Lifestyles community. I understand that the developers have agreed to place a traffic signal to be triggered when we leave our gated community. I know our community really appreciates this provision. I am asking that the placement of the traffic signal be placed before the opening of our complex heading towards South Coast Plaza. If the signal is placed after our entrance/exit gate. Traffic will block our community even worse than what we endure during the holiday shopping season. Traffic should stop right before our entrance so we have an easy time exiting. I know traffic studies have been done and a "do not block" painted in front of our entrance/exit gate. Cars still block it and we have to dodge our cars between others, only to be honked at and risk our lives. This is where the traffic signal should be placed.

I am also requesting a foot bridge be placed going over from the new development to shiffer park. For safety sake, pedestrians should be able to feel comfortable going to the park. According to the developer's plan, the housing track behind TBN building will now have a walkable access to the park. With the new development going in on Sunflower, we are only going to see more and more cars. People speed over the overpass leaving South Coast Plaza. Leaving a blind area for cars to see a crosswalk if created. Walking to the park, will be frightening. I have lived at my house for 20 years and not once, have I walked over to the park from fear of speeding cars. A footbridge would allow all of our neighbors to enjoy the park.

I thank you for taking the time to read my email. Please consider our neighborhood while making this decision that will affect us all.

Best,
Kimberly Bertrand
802 Spirit

Best,
Kimberly Bertrand
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PARTIDA, ANNA PH-1

From: Regina Smith <mom2boys0810@gmail.com>
Sent: Monday, July 14, 2025 10:01 AM
To: PC Public Comments
Subject: Comments about Application No. PGPA-24-0002
Attachments: cityproject2.docx

Here is a second letter for comments regarding PGPA-24-0002 to be added to the hearing that is scheduled for July 14th, 2025.

Thank you,
Justin and Regina Smith

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PH-1

July 14th, 2025

Subject: Community Concerns Regarding Proposed Development at 3150 Bear Street

Dear Members of the Costa Mesa Planning Commission,

As residents of the neighborhoods adjacent to the proposed development at 3150 Bear Street, we respectfully submit the following concerns in advance of the July 14th Planning Commission hearing.

Traffic Safety and Congestion

Bear Street already experiences significant congestion, particularly during peak hours, holidays, and summer weekends. The trip generation comparison in the current traffic analysis is based on prior estimated use when the building was occupied, not the current vacant condition. This results in an inaccurate baseline and may obscure the true traffic impacts. A Level of Service (LOS) analysis should be required.

The proposed addition of a signal-controlled driveway raises serious concerns. With two closely spaced signals already in place near the 73 freeway ramps, a third signal nearby could worsen backups and cause driver confusion. Cars often block intersections or run red lights in this area due to visual alignment and signal timing. Additional delays will affect not only local residents but also the city's economic engine-South Coast Plaza-by creating greater congestion at key access points.

Speeding and Unsafe Crosswalk Placement

The proposed crosswalk just beyond the downhill slope on Bear Street presents a major safety issue. Drivers frequently speed down this stretch, and Costa Mesa Police often monitor it from Shiffer Park because of how common speeding violations are. Even with a signal, a crosswalk located just past a blind hill risks being overlooked by fast-moving traffic, posing a hazard for pedestrians.

Overflow Parking into Residential Streets

We are also very concerned about the project's potential to create parking overflow in our surrounding neighborhoods. With limited on-site parking and the likelihood of multi-car

PA-1

households or visitors, spillover parking will impact Mackenzie Place, Tanana Street, and Klondike Avenue-especially since two of these streets are cul-de-sacs with limited capacity. We already face tight parking conditions, and increased usage of Shiffer Park for overflow only exacerbates this. Residents and their guests are likely to use the park and nearby streets for both daytime and overnight parking, further straining the limited availability.

Additional Concerns

While we understand and appreciate the city's interest in investing in park improvements, we are concerned that the proposed budget may not be sufficient to support the increased use this development will generate. We urge a more thorough review of the funding allocation to ensure it can meet the long-term needs of the community. Additionally, the current design proposed in the plans with only having one entrance and exit will not be adequate for the park. As the number of residents and park visitors grows, expanded access and increased parking capacity will be essential.

In Conclusion

Safety and overflow parking are our community's top concerns. We ask the Planning Commission to carefully reconsider this project's design, traffic impact analysis, and neighborhood consequences. We respectfully request that these issues be thoroughly studied and addressed before any approval is granted.

Thank you for considering the voice of the community.

Justin and Regina Smith
900 Mackenzie Pl
Costa Mesa, Ca. 92626

PARTIDA, ANNA PH-1

From: GREEN, BRENDA
Sent: Monday, July 14, 2025 10:10 AM
To: PC Public Comments
Subject: FW: Cell Phone Tower Placentia and Federal

Respectfully,
Brenda Green
City Clerk

City Clerk's Office | (714) 754-5221
77 Fair Drive | Costa Mesa | CA 92626

As City Hall has reopened, we encourage the public to take advantage of our appointment system. Appointments can be made at **www.costamesaca.gov/appointments**. Please note that It is required that all guests check in with our Concierge Staff, located on the 1st Floor Lobby, upon arrival at City Hall.

From: Dana Croyle <danacroyle@icloud.com>
Sent: Monday, July 14, 2025 10:07 AM
To: CITY CLERK <CITYCLERK@costamesaca.gov>
Subject: Cell Phone Tower Placentia and Federal

Dear Members of the City Planning Department,

I am writing as a homeowner and resident of Costa Mesa to formally express my strong opposition to the proposed installation of a cell phone tower near my property on Placentia Ave./Federal Ave.

I have serious concerns about the impact this would have on pur community. Specifically:

- Numerous studies have shown that proximity to cell towers can negatively affect home values. As a homeowner who has invested significantly in my property, this is extremely concerning.
- A cell tower would be visually intrusive and detract from the character and beauty of our residential neighborhood.

PH-1

- While the scientific community continues to evaluate the long-term health impacts of living near such towers, many residents are understandably wary of any possible risks
- There has been no meaningful community engagement or outreach to gather feedback from affected residents, which I believe should be a requirement before moving forward with any installation in a residential area.

I respectfully urge the City to reject this proposal or consider alternative locations away from homes, schools, and community spaces. Our neighborhood should not bear the burden of infrastructure that benefits broader service areas at the expense of our local environment, home values, and peace of mind.

Thank you for your attention to this matter and for considering the concerns of the residents you serve.

Sincerely,

Dana Kalionzes

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PARTIDA, ANNA PH-1

From: Nash Walker <nashwalker007@yahoo.com>
Sent: Monday, July 14, 2025 11:13 AM
To: PC Public Comments
Cc: Chasearthur@casalagroupinc.com
Subject: "Costa Mesa Planning Commissioners and City Council Members

"Costa Mesa Planning Commissioners and City Council Members,

My name is Nash Salah and I am the business owner of Nash Auto in the city of Costa Mesa. I am writing to you to express my support for the Meritage Homes project at 3150 Bear St for 142 for-sale homes. I am a long time business owner in Costa Mesa and I believe this project will bring economic growth to the community and the residents of Costa Mesa and much needed housing options for the city. Businesses in the area will benefit greatly from a for sale housing option for Costa Mesa. We believe this project will be a great positive addition to Costa Mesa and we are writing in support of Meritage Homes."

Nash Salah
President
office:(714) 435-4000
Cell : (714) 724-6565
Nash Auto Inc.
2665 Harbor Blvd
Costa Mesa, CA 92626
nashwalker007@yahoo.com

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PH-1

APPEAL TO USE OF 3150 BEAR ST. AS A 142 HOUSING UNITS DEVELOPMENT

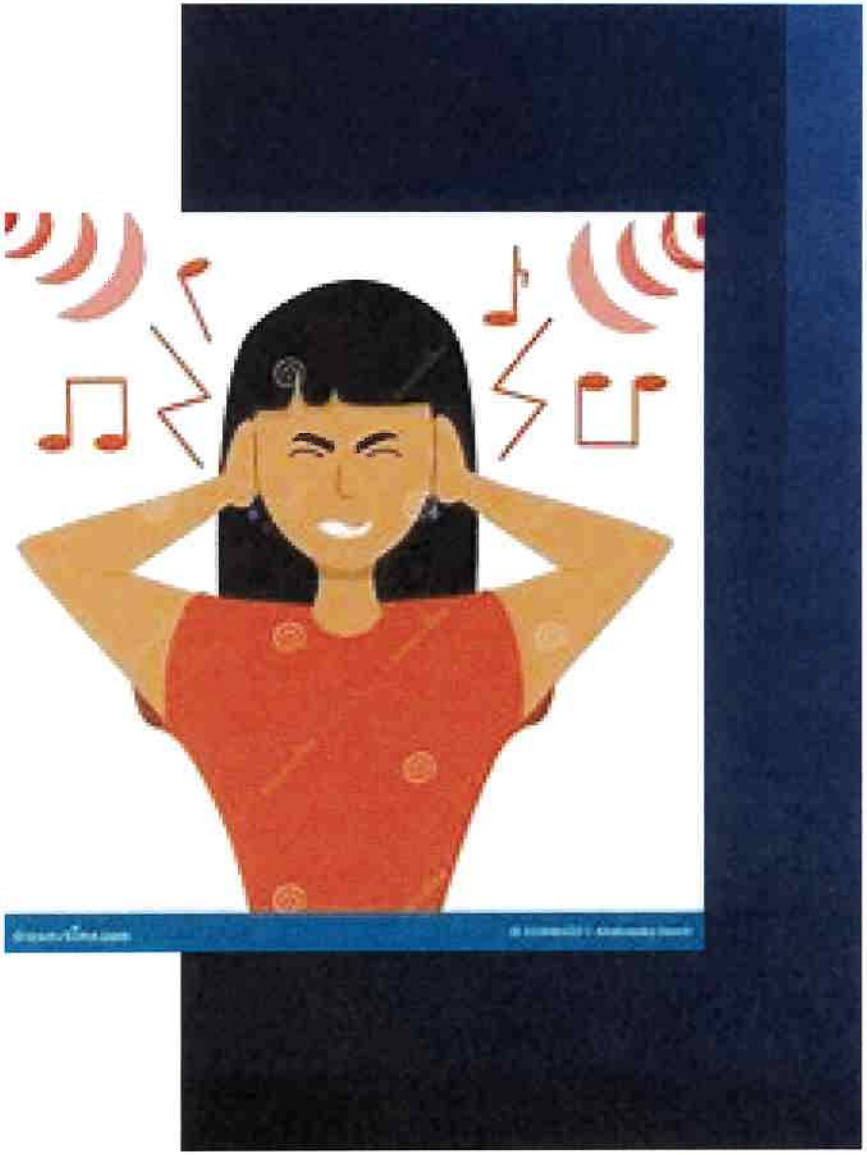
Application to establish a 142 unit housing development in an AP designated zone

3150 trees are and lot line are closer to my bedroom than **MY OWN DRIVEWAY**

Local Business

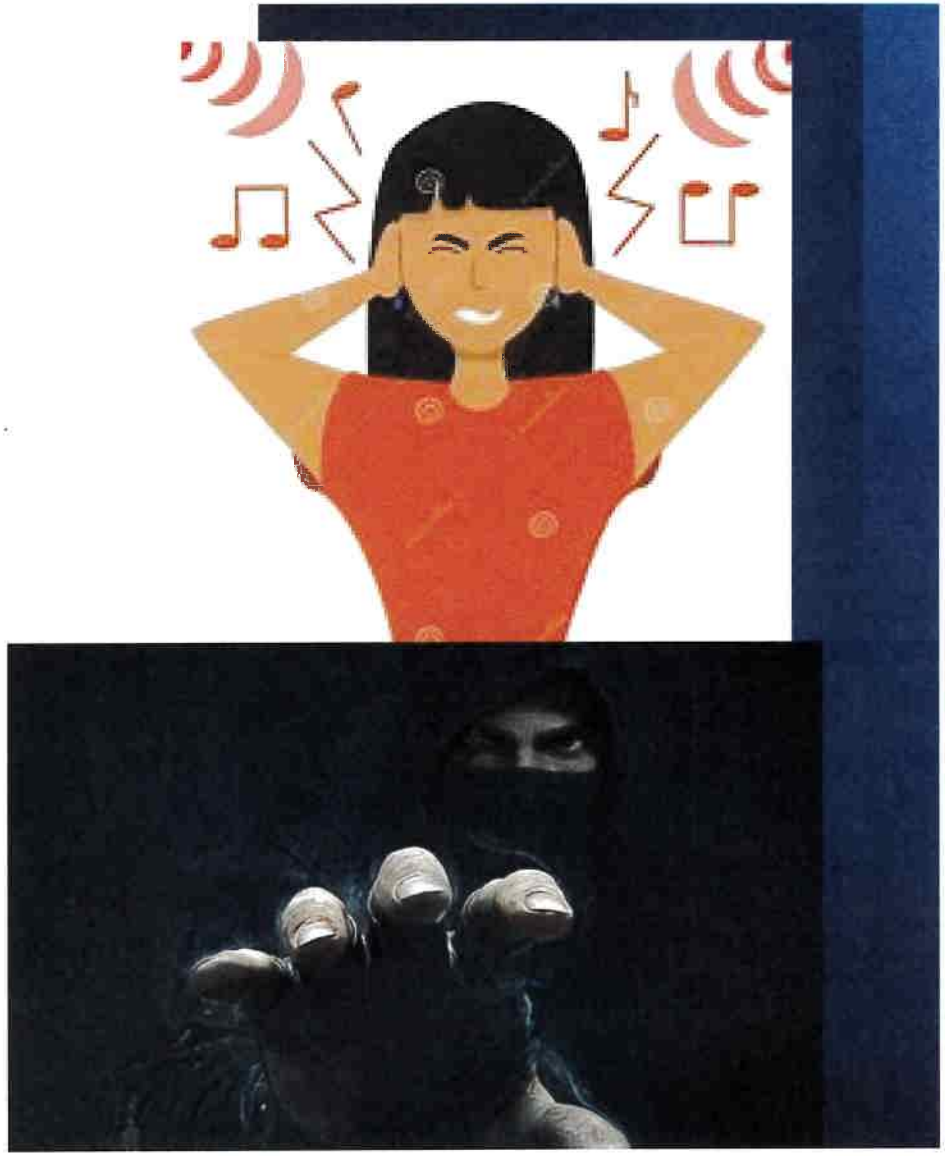
Finding:
"Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood."

- This approval is 100% Materially detrimental to my well-being. The stress is absurd and unnecessary.
  - I did not attend the public meeting precisely because of prior negative experiences at previous public meetings where I DID participate.
  - I realize I live in a City, but I love my home and I only wish to live peacefully in it without undue duress.



Finding:
"Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood."

- I am clearly directly impacted.
  - **I feel like I'm on an island, handling this issue all on my own.**
  - **Who wouldn't be concerned about the negative impact this project will have on my market home value?**
  - **With that many people so near to my residence, I will feel even more unsafe than I already do.**
  - **Why am I left feeling helpless and hopeless by the city?**



Old footage from an old computer typical of noise coming from the 3150 property

- The application does not describe any steps the property intends to take to mitigate noise.
- There are no controls included in the application.
- This footage captures typical noises I was exposed to for years.
- I cannot understand why the city finds this acceptable.
- Late night/early morning noise is not compatible with the with the general welfare.

A NEW FOR SALE RESIDENTIAL COMMUNITY IS BEING PROPOSED NEAR YOU!

BEAR STREET

COSTA MESA, CALIFORNIA

Site Plan
Not to Scale

Location Map
Not to Scale

Fast Facts

- Replaces former Trinity Broadcasting Center at 3150 Bear Street
- Includes 142 new high-quality attached and detached, for-sale homes
- Two floor plans for the detached condos
- Four floor plans for the stacked flats
- Traditional architectural styles
- Two-car garages with additional on site guest parking
- Energy efficient and water efficient buildings and landscaping
- Common amenity areas including tot lot, shade structures, turf area, and BBQ counters

Johanna Crooker | Vice President of Entitlements
949.299.3847 | johanna.crooker@mlcholdings.net

Meritage

MLC Holdings, Inc.

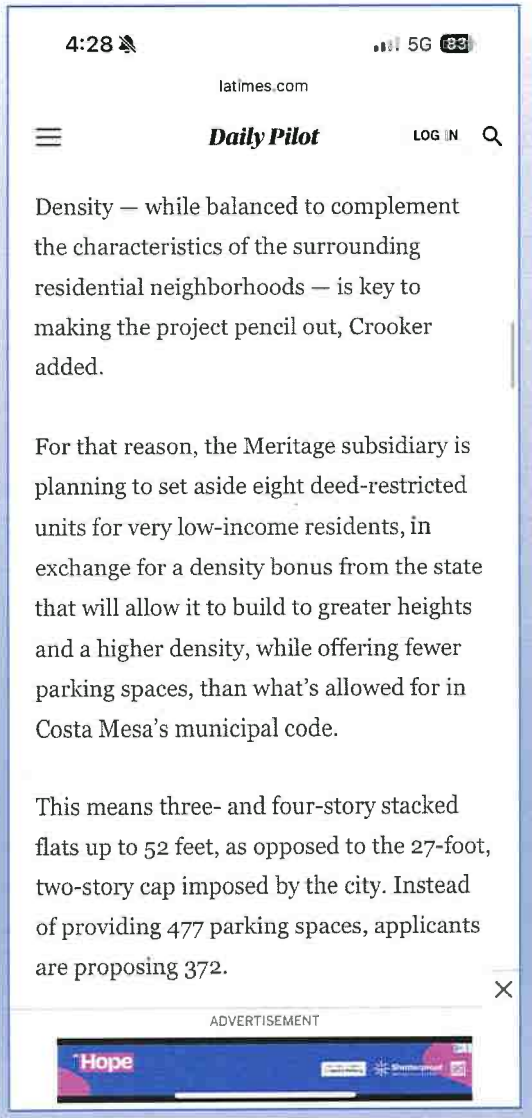
It is not plausible to believe that the air/noise quality in my backyard will not be even further degraded.

How is this fact fair or inconsequential to me? How am I supposed to peacefully enjoy my backyard with people, cars, car alarms, exhaust, traffic noise, etc., all within a very short distance from me?

52 FOOT BUILDINGS

52 FOOT TALL, BALCONY RESIDENCIES???

- How do I go into my backyard with balconies staring into my home??
- How can a reasonable person possibly contend that the facts pertinent to this development are not detrimental to my well-being, much less my own property value?



4:28 5G 83

latimes.com

Daily Pilot LOG IN

Density — while balanced to complement the characteristics of the surrounding residential neighborhoods — is key to making the project pencil out, Crooker added.

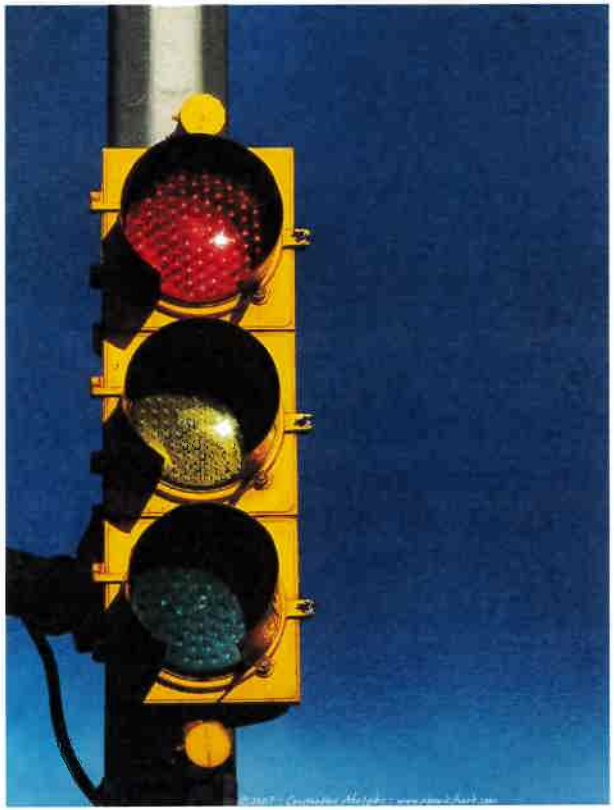
For that reason, the Meritage subsidiary is planning to set aside eight deed-restricted units for very low-income residents, in exchange for a density bonus from the state that will allow it to build to greater heights and a higher density, while offering fewer parking spaces, than what's allowed for in Costa Mesa's municipal code.

This means three- and four-story stacked flats up to 52 feet, as opposed to the 27-foot, two-story cap imposed by the city. Instead of providing 477 parking spaces, applicants are proposing 372.

ADVERTISEMENT

Hope

NO TRAFFIC LIGHT
NO CROSSWALK

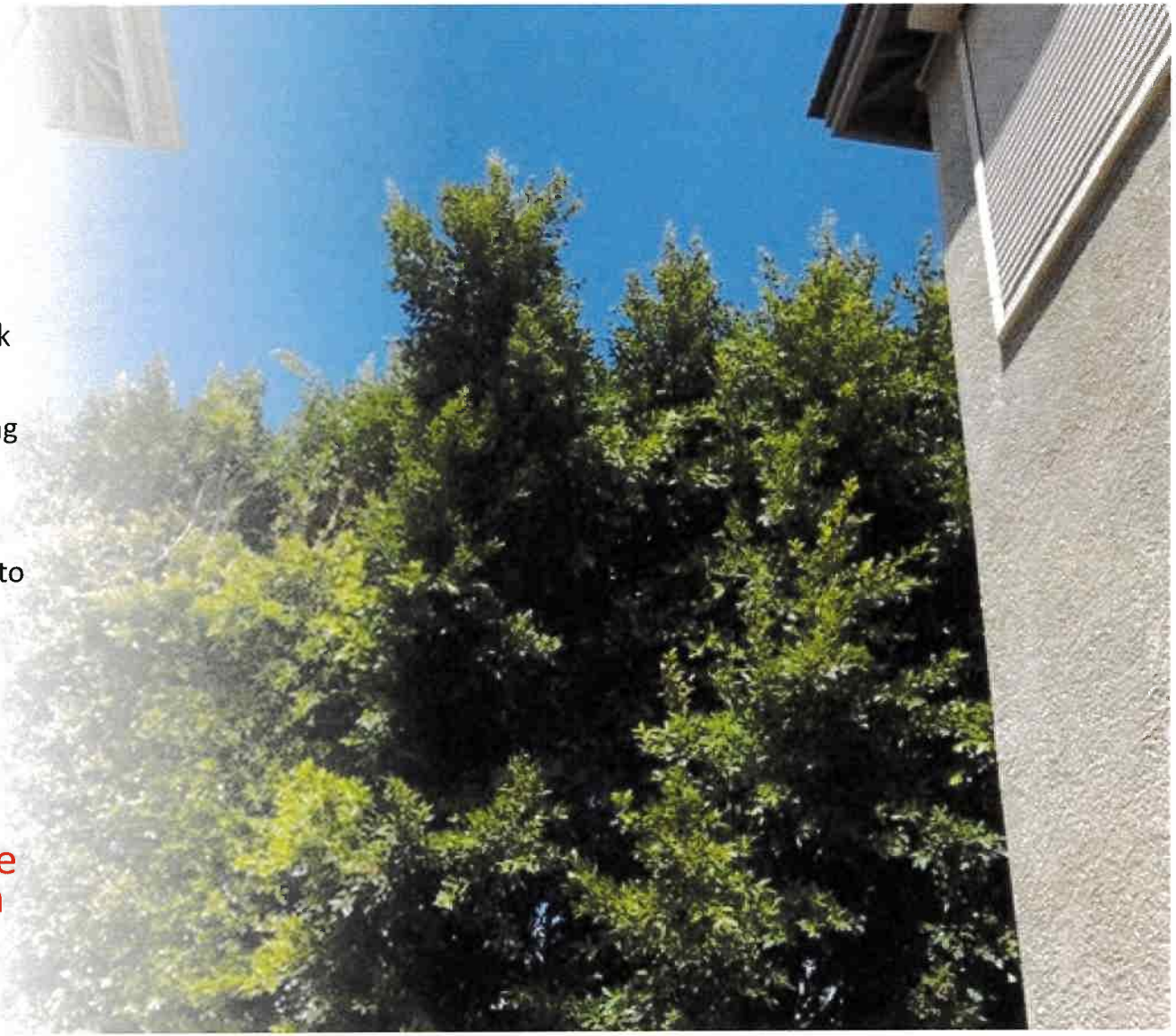


It is already difficult left turn access onto Bear. Bear street will become so much more dangerous for residents and kids no plans to install even a crosswalk to Shiffer park much less a traffic light to handle all the newly increased residential traffic.

Tree Intrusion/Damage

The neighboring property's trees have intruded largely over and under my back yard.

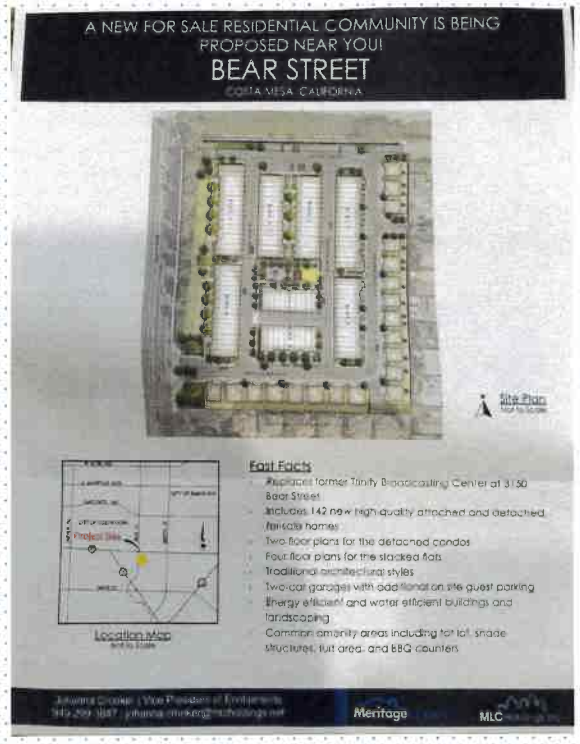
1. How do I preserve my property from the neighboring property's roots and branches?
2. Where is the documentation supporting the approval of planting these trees so close to my property?
3. Does that approval remain valid?
4. I fear Santa Ana winds may uproot and cause 3150's trees to fall on my property and damage my property or harm me.



City Consistently all Project Proposals

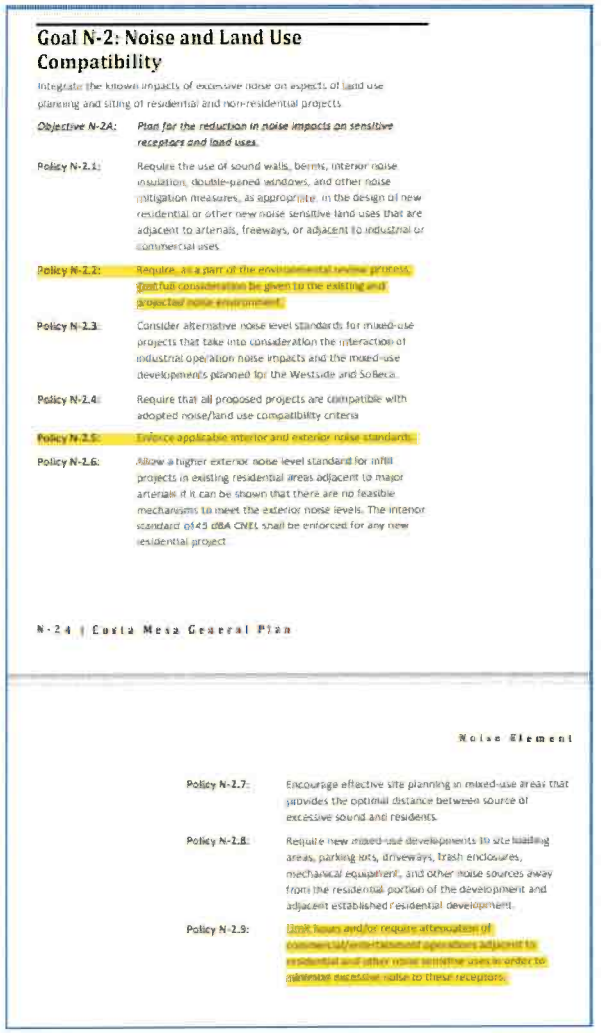
I have resided in Lifestyles since 1996.

- My Noise, Air Quality, Invasive Tree issues all have been dismissed by the City.
- 1996-2017 TBN AP Administratively zoned…..
- 2019 – 2021 EF Education First (EFEKTA)
- 2021 – Present Manny Khoshbin
- Present – Meritage Homes



Transparency

1. Policy N-2.2:
   a) Where is the data that supports that full consideration was given?
   b) Where is the documentation that supports conclusion.
   c) Where is the process documentation that supports how the conclusions were arrived at?
2. Policy N-2.5:
   a) What are the city's plans for enforcement?
   b) How many code/CUP enforcements before this permit is revoked?
3. Policy N-2.9:
   a) Has the received noise test results from the applicant per scenarios proposed by the applicant?
   b) Where does the city's confidence come from that the applicant will abide by the CUPs/codes, etc and that I will be able to live peaceably in my home?



Goal N-2: Noise and Land Use Compatibility

Integrate the known impacts of excessive noise on aspects of land use planning and siting of residential and non-residential projects.

Objective N-2A: ***Plan for the reduction in noise impacts on sensitive receptors and land uses.***

Policy N-2.1: Require the use of sound walls, berms, interior noise insulation, double-paned windows, and other noise mitigation measures, as appropriate, in the design of new residential or other new noise sensitive land uses that are adjacent to arterials, freeways, or adjacent to industrial or commercial uses.

Policy N-2.2: Require, as a part of the environmental review process, that full consideration be given to the existing and projected noise environment.

Policy N-2.3: Consider alternative noise level standards for mixed-use projects that take into consideration the interaction of industrial operation noise impacts and the mixed-use developments planned for the Westside and SoBeca.

Policy N-2.4: Require that all proposed projects are compatible with adopted noise/land use compatibility criteria.

Policy N-2.5: Enforce applicable interior and exterior noise standards.

Policy N-2.6: Allow a higher exterior noise level standard for infill projects in existing residential areas adjacent to major arterials if it can be shown that there are no feasible mechanisms to meet the exterior noise levels. The interior standard of 45 dBA CNEL shall be enforced for any new residential project.

N-24 | Costa Mesa General Plan

Noise Element

Policy N-2.7: Encourage effective site planning in mixed-use areas that provides the optimal distance between source of excessive sound and residents.

Policy N-2.8: Require new mixed-use developments to site loading areas, parking lots, driveways, trash enclosures, mechanical equipment, and other noise sources away from the residential portion of the development and adjacent established residential development.

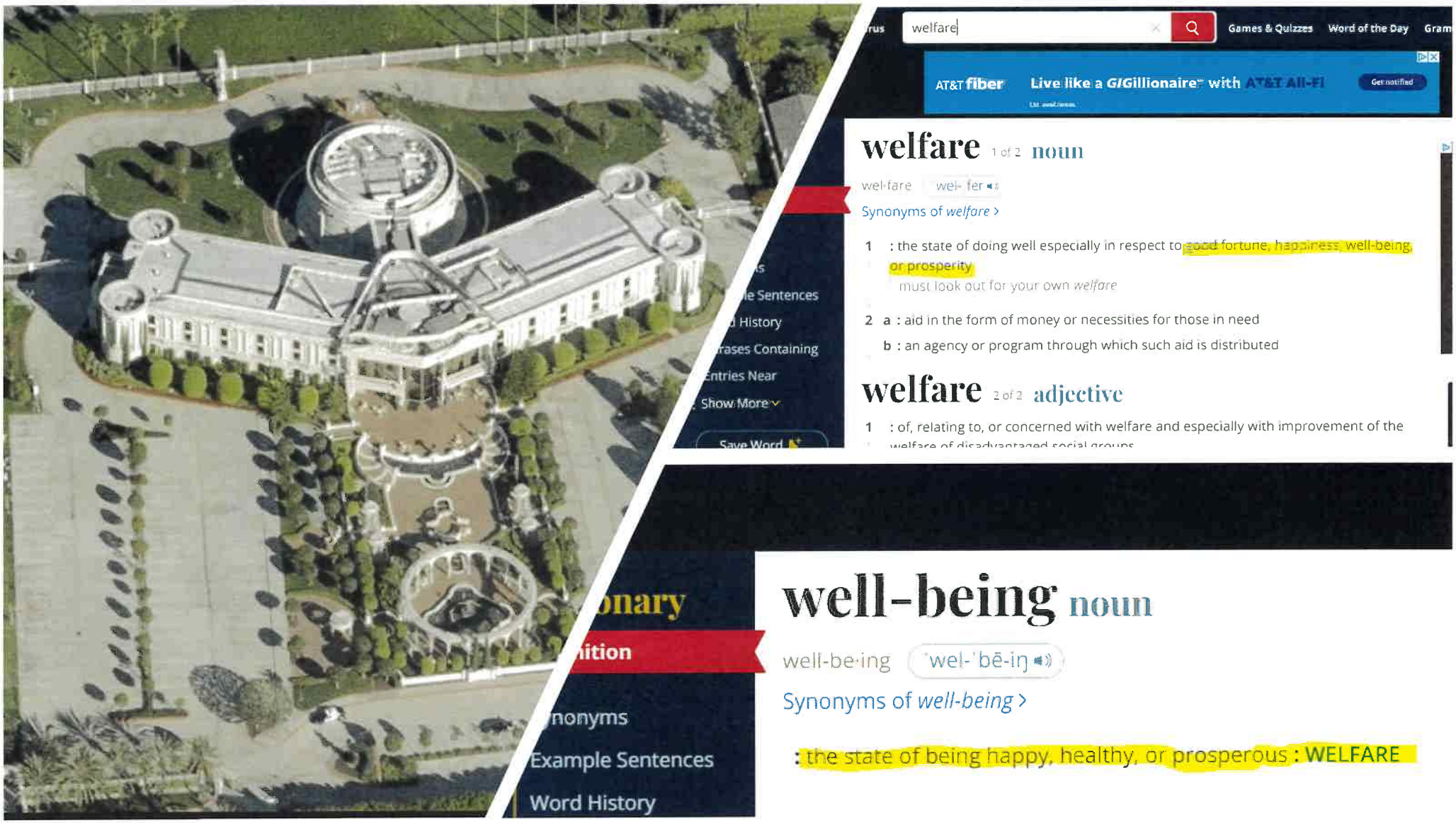
Policy N-2.9: Limit hours and/or require attenuation of commercial/entertainment operations adjacent to residential and other noise sensitive uses in order to minimize excessive noise to these receptors.

FACTS

The City of Costa Mesa (the city) has repeatedly agreed to CUPs over and above those the property was originally zoned for.

As a long-time Costa Mesa resident, I cannot understand why the City remains so dismissive to my concerns and quality of life.

- Previously the city approved an application for EF Education. 1,400 people would have had access to the property at any given time. When that fell through the City signed on to an Event Center.
- Now that's going by the wayside the City seems to be fine with high density dwellings right in the middle of South Coast Metro. The City now addresses the 3150 property as a high-density housing project, once again, contrary its AP zoning. Convenient use by the City of Abatements and CUPs which results in detrimental consequences to the surrounding properties.
- Lifestyles properties on either side of mine are owned by a separate "corporate" entity which had previous ownership of the 3150 property and have been used by in/out of state persons as "hotel like" properties rather than single family dwellings. As such I am isolated in bringing this action forward.


welfare
Games & Quizzes
Word of the Day
AT&T fiber
Live like a GIGillionaire with AT&T All-Fi
Get notified
welfare 1 of 2 noun
wel·fare wel- fer
Synonyms of welfare
1 : the state of doing well especially in respect to good fortune, happiness, well-being, or prosperity
must look out for your own welfare
2 a : aid in the form of money or necessities for those in need
b : an agency or program through which such aid is distributed
welfare 2 of 2 adjective
1 : of, relating to, or concerned with welfare and especially with improvement of the
Show More
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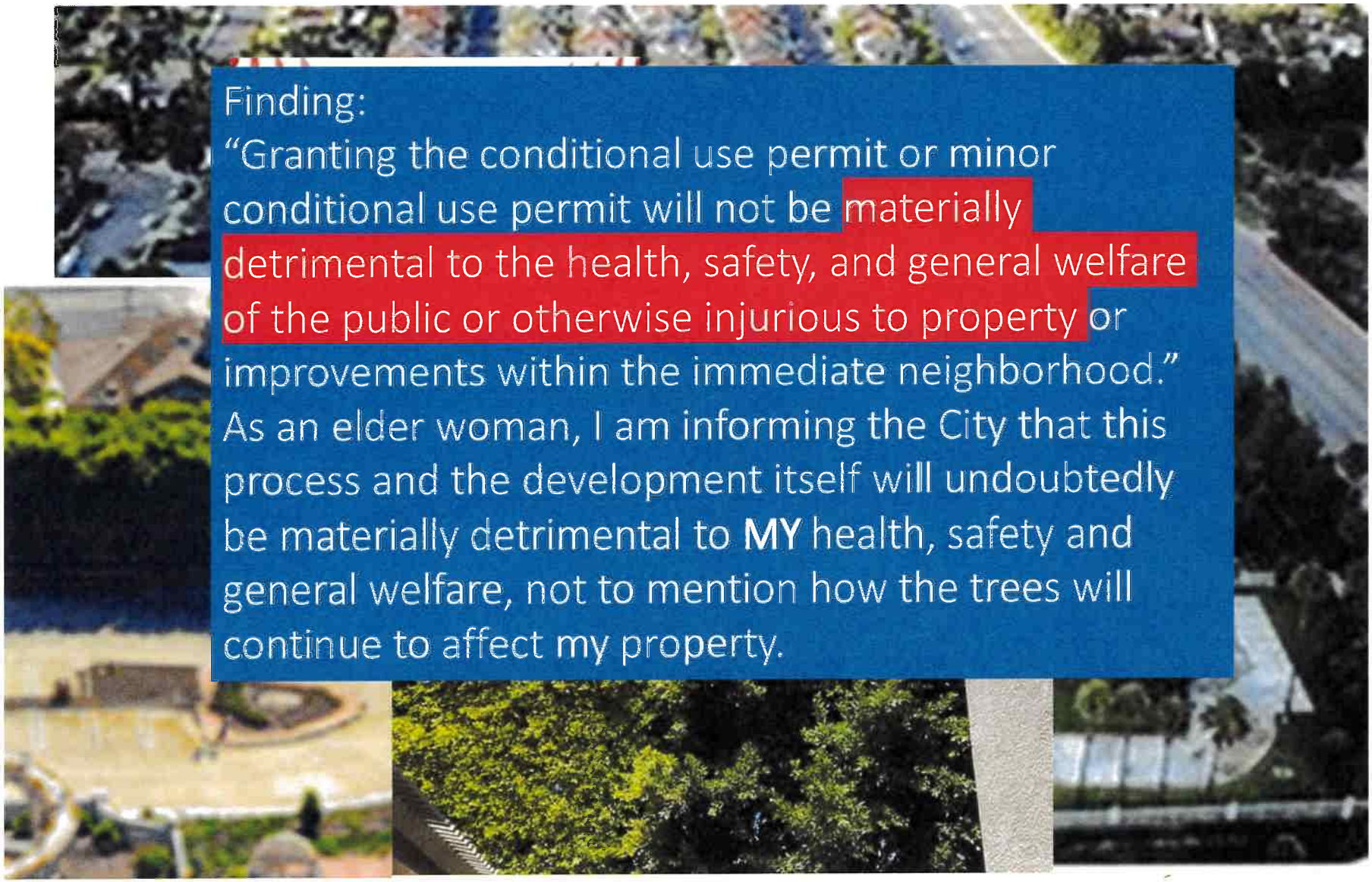
Word History
well-being noun
well-be·ing 'wel-'bē-iŋ
Synonyms of well-being
: the state of being happy, healthy, or prosperous : WELFARE



Finding:

"Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood."

As an elder woman, I am informing the City that this process and the development itself will undoubtedly be materially detrimental to **MY** health, safety and general welfare, not to mention how the trees will continue to affect my property.

I ask the City carefully and empathetically consider my situation and take sufficient mitigating actions with respect to the 3150 Bear Street property which will lead to an opportunity for me to live peaceably in my beautiful home.

Thank you for your time and consideration.

PARTIDA, ANNA PH-1

From: Peter Schuller <peteschuller@yahoo.com>
Sent: Monday, July 14, 2025 9:32 AM
To: PLANNING INFO
Subject: proposed 142 new units at 3150 Bear Street, Costa Mesa

Dear city elected officials,
This project is laughably ridiculous. It's a parking lot of cars already during rush hour in this area. Do you really think its a good idea to squeeze in 142 homes in an ALREADY crowded and thoroughly traffic congested area?
A traffic light will do nothing to relieve traffic. Absolutely ludicrous.
The bridge on Bear Street that travels over the 405 frwy to South Coast Plaza/Metro merges down from 3 lanes to 2 lanes each way,
and already causes a traffic jam backing up both ways from Paularino all the way past Shiffer Park to the South Coast Plaza/Metro shopping malls.
This site is NOT zoned for housing for a reason.

The city elected officials are supposed to make life better in Costa Mesa for its citizens. This is clearly, quite obviously doing the opposite.

thanks for your time.
Do the right thing.

Sincerely,
your Costa Mesa neighbor,

Peter L. Schuller

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PARTIDA, ANNA PH-1

From: denise@daunchcourtreporting.com
Sent: Monday, July 14, 2025 9:52 AM
To: PLANNING INFO
Subject: 3150 Bear Street - Proposed Development Project - COMMUNITY CONCERNS
Attachments: 3150 Bear Street - Proposed Development Project.pdf

Dear Costa Mesa Planning Commission,

The neighbors adjacent to the proposed development project at 3150 Bear Street in Cosa Mesa have many concerns, which are stated in the letter above.

I would urge you to please read our concerns and take them into consideration.

Thank you,
Denise Daunch
(714) 606-0301
900 Peace Place
Costa Mesa, CA 92626

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PH-1 July 14, 2025

Subject: Community Concerns Regarding Proposed Development at 3150 Bear Street

Dear Members of the Costa Mesa Planning Commission,

As residents of the neighborhoods adjacent to the proposed development at 3150 Bear Street, we respectfully submit the following concerns in advance of the July 14th Planning Commission hearing.

Traffic Safety and Congestion

Bear Street already experiences significant congestion, particularly during peak hours, holidays, and summer weekends. The trip generation comparison in the current traffic analysis is based on prior estimated use when the building was occupied, not the current vacant condition. This results in an inaccurate baseline and may obscure the true traffic impacts. A Level of Service (LOS) analysis should be required.

The proposed addition of a signal-controlled driveway raises serious concerns. With two closely spaced signals already in place near the 73 freeway ramps, a third signal nearby could worsen backups and cause driver confusion. Cars often block intersections or run red lights in this area due to visual alignment and signal timing. Additional delays will affect not only local residents but also the city's economic engine-South Coast Plaza-by creating greater congestion at key access points.

Speeding and Unsafe Crosswalk Placement

The proposed crosswalk just beyond the downhill slope on Bear Street presents a major safety issue. Drivers frequently speed down this stretch, and Costa Mesa Police often monitor it from Shiffer Park because of how common speeding violations are. Even with a signal, a crosswalk located just past a blind hill risks being overlooked by fast-moving traffic, posing a hazard for pedestrians.

PH-1

Overflow Parking into Residential Streets

We are also very concerned about the project's potential to create parking overflow in our surrounding neighborhoods. With limited on-site parking and the likelihood of multi-car households or visitors, spillover parking will impact Mackenzie Place, Tanana Street, and Klondike Avenue-especially since two of these streets are cul-de-sacs with limited capacity. We already face tight parking conditions, and increased usage of Shiffer Park for overflow only exacerbates this.

Additional Concerns

While we understand the city's interest in park investment, we believe the proposed budget for park improvements may fall short of what's needed to support the increased use that this development will bring. We encourage a more detailed review of that allocation to ensure it meets long-term community needs.

In Conclusion

Safety and overflow parking are our community's top concerns. We ask the Planning Commission to carefully reconsider this project's design, traffic impact analysis, and neighborhood consequences. We respectfully request that these issues be thoroughly studied and addressed before any approval is granted.

Thank you for considering the voice of the community.

Sincerely,

Denise Dauch
900 Peace Place, Costa Mesa
(714) 606-0301
Denise@DauchCourtReporting.com

PARTIDA, ANNA

PH-1

From: Danielle Owens <danielle@danielleowensrealestate.com>
Sent: Monday, July 14, 2025 10:08 AM
To: PLANNING INFO
Subject: Community Concerns Regarding Proposed Development at 3150 Bear Street
Attachments: Community_Letter_3150_Bear_Street.pdf

Good Morning

Please find attached a letter of community letter of concern regarding the project at 3150 Bear Street.

Thank you for reading and addresses our concerns at the meeting tonight.

We look forward to the meeting.

Danielle Owens

COLDWELL BANKER REALTY

danielle OWENS REAL ESTATE

Danielle Owens
Realtor
Coldwell Banker Realty
840 Newport Center Drive #100
Newport Beach, CA. 92660
(949) 293-6712
CalRE#01914205
Danielle@DanielleOwensRealEstate.com
www.DanielleOwensRealEstate.com

PH-1

Subject: Community Concerns Regarding Proposed Development at 3150 Bear Street

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PH-1

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Additional Concerns

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In Conclusion

Safety and overflow parking are our community's top concerns. We ask the Planning Commission to carefully reconsider this project's design, traffic impact analysis, and neighborhood consequences. We respectfully request that these issues be thoroughly studied and addressed before any approval is granted. Thank you for considering the voice of the community.

Sincerely,

Brendan and Danielle Owens
Rancho Mesa/Meadow Park
3116 Klondike Ave.
danielle@danielleowensrealestate.com (949) 293-6712

PARTIDA, ANNA PH-1

From: Carrie Oliver <careoliver@sbcglobal.net>
Sent: Monday, July 14, 2025 11:17 AM
To: PLANNING INFO
Subject: Community Concerns Regarding Proposed Development at 3150 Bear Street

Dear Members of the Costa Mesa Planning Commission,
As decades-long residents of the neighborhood adjacent to the proposed development at 3150 Bear Street, we respectfully submit the following concerns before the July 14th Planning Commission hearing.

Traffic Safety and Congestion: Bear Street already experiences significant congestion, particularly during peak hours, holidays, and summer weekends. The trip generation comparison in the current traffic analysis is based on prior estimated use when the building was occupied, not the current vacant condition. This results in an inaccurate baseline and may obscure the true traffic impacts. A Level of Service (LOS) analysis should be required.

The proposed addition of a signal-controlled driveway raises serious concerns. With two closely spaced signals already in place near the 73 freeway ramps, a third signal nearby could worsen backups and cause driver confusion. Cars often block intersections or run red lights in this area due to visual alignment and signal timing. Additional delays will affect not only local residents but also the city's economic engine-South Coast Plaza-by creating greater congestion at key access points.

Speeding and Unsafe Crosswalk Placement: The proposed crosswalk just beyond the downhill slope on Bear Street presents a major safety issue. Drivers frequently speed down this stretch, and Costa Mesa Police often monitor it from Shiffer Park because of how common speeding violations are. Even with a signal, a crosswalk located just past a blind hill risks being overlooked by fast-moving traffic, posing a hazard for pedestrians.

Overflow Parking into Residential Streets: We are also very concerned about the project's potential to create parking overflow in our surrounding neighborhoods. With limited on-site parking and the likelihood of multi-car households or visitors, spillover parking will impact Mackenzie Place, Tanana Street, and Klondike Avenue-especially since two of these streets are cul-de-sacs with limited capacity. We already face tight parking conditions, and increased usage of Shiffer Park for overflow only exacerbates this.

Additional Concerns: While we understand the city's interest in park investment, we believe the proposed budget for park improvements may fall short of what's needed to support the increased use that this development will bring. We encourage a more detailed review of that allocation to ensure it meets long-term community needs.

In conclusion, safety and overflow parking are our community's top concerns. We ask the Planning Commission to carefully reconsider this project's design, traffic impact analysis, and neighborhood consequences.

We respectfully request that these issues be thoroughly studied and addressed before any approval is granted.

PH-1

Thank you for listening to and considering the voice of the community.

Darryl and Carrie Oliver
3077 Yukon Ave
darryl.o@sbcglobal.net
careoliver@sbcglobal.net

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PARTIDA, ANNA PH-1

From: Darryl Oliver <darryl.o@sbcglobal.net>
Sent: Monday, July 14, 2025 11:50 AM
To: PLANNING INFO
Subject: Concerns on 3150 Bear Street Costa Mesa CA rezoning and development pans

Dear Members of the Costa Mesa Planning Commission,

As decades-long residents of the neighborhood adjacent to the proposed development at 3150 Bear Street, we respectfully submit the following concerns before the July 14th Planning Commission hearing.

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In conclusion, safety and overflow parking are our community's top concerns. We ask the Planning Commission to carefully reconsider this project's design, traffic impact analysis, and neighborhood consequences.

We respectfully request that these issues be thoroughly studied and addressed before any approval is granted.

PH-1

Thank you for listening to and considering the voice of the community.

Darryl Oliver
3077 Yukon Ave
darryl.o@sbcglobal.net

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PH-1

PARTIDA, ANNA

From: Carrie Meldrum <cmeld@aol.com>
Sent: Monday, July 14, 2025 11:55 AM
To: PLANNING INFO
Subject: Re: Proposed Development at 3150 Bear Street
Attachments: CM Planning Commission Letter.pdf

July 14, 2025

Subject: Community Concerns Regarding Proposed Development at 3150 Bear Street

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Traffic Safety and Congestion:

Bear Street already experiences significant congestion, particularly during peak hours, holidays, and summer weekends. The trip generation comparison in the current traffic analysis is based on prior estimated use when the building was occupied, not the current vacant condition. This results in an inaccurate baseline and may obscure the true traffic impacts. A Level of Service (LOS) analysis should be required.

The proposed addition of a signal-controlled driveway raises serious concerns. With two closely spaced signals already in place near the 73 freeway ramps, a third signal nearby could worsen backups and cause driver confusion. Cars often block intersections or run red lights in this area due to visual alignment and signal timing. Additional delays will affect not only local residents but also the city's economic engine-South Coast Plaza-by creating greater congestion at key access points.

Speeding and Unsafe Crosswalk Placement:

The proposed crosswalk just beyond the downhill slope on Bear Street presents a major safety issue. Drivers frequently speed down this stretch, and Costa Mesa Police often monitor it from Shiffer Park because of how common speeding violations are. Even with a signal, a crosswalk located just past a blind hill risk being overlooked by fast-moving traffic, posing a hazard for pedestrians.

Overflow Parking into Residential Streets:

We are also very concerned about the project's potential to create parking overflow in our surrounding neighborhoods. With limited on-site parking and the likelihood of multi-car households or visitors, spillover parking will impact Mackenzie Place, Tanana Street, and Klondike Avenue-especially since two of these streets are cul-de-sacs with limited capacity. We already face tight parking conditions, and increased usage of Shiffer Park for overflow only exacerbates this.

PH-1

Additional Concerns:

While we understand the city's interest in park investment, we believe the proposed budget for park improvements may fall short of what's needed to support the increased use that this development will bring. We encourage a more detailed review of that allocation to ensure it meets long-term community needs.

In Conclusion, safety and overflow parking are our community's top concerns. We ask the Planning Commission to carefully reconsider this project's design, traffic impact analysis, and neighborhood consequences. We respectfully request that these issues be thoroughly studied and addressed before any approval is granted.

Thank you for considering the voice of the community.

Sincerely,

Mick and Carrie Meldrum
Rancho Mesa/Meadow Park
3118 Yukon Avenue
mmeldrum@icidevco.com
cmeld@aol.com
(714) 619-1923 Mick
(714) 856-2286 Carrie

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

PH-1

July 14, 2025

Subject: Community Concerns Regarding Proposed Development at 3150 Bear Street

Dear Members of the Costa Mesa Planning Commission,

As residents of the neighborhoods adjacent to the proposed development at 3150 Bear Street, we respectfully submit the following concerns in advance of the July 14th Planning Commission hearing.

Traffic Safety and Congestion:

Bear Street already experiences significant congestion, particularly during peak hours, holidays, and summer weekends. The trip generation comparison in the current traffic analysis is based on prior estimated use when the building was occupied, not the current vacant condition. This results in an inaccurate baseline and may obscure the true traffic impacts. A Level of Service (LOS) analysis should be required.

The proposed addition of a signal-controlled driveway raises serious concerns. With two closely spaced signals already in place near the 73 freeway ramps, a third signal nearby could worsen backups and cause driver confusion. Cars often block intersections or run red lights in this area due to visual alignment and signal timing. Additional delays will affect not only local residents but also the city's economic engine-South Coast Plaza-by creating greater congestion at key access points.

Speeding and Unsafe Crosswalk Placement:

The proposed crosswalk just beyond the downhill slope on Bear Street presents a major safety issue. Drivers frequently speed down this stretch, and Costa Mesa Police often monitor it from Shiffer Park because of how common speeding violations are. Even with a signal, a crosswalk located just past a blind hill risk being overlooked by fast-moving traffic, posing a hazard for pedestrians.

Overflow Parking into Residential Streets:

We are also very concerned about the project's potential to create parking overflow in our surrounding neighborhoods. With limited on-site parking and the likelihood of multi-car households or visitors, spillover parking will impact Mackenzie Place, Tanana Street, and Klondike Avenue-especially since two of these streets are cul-de-sacs with limited capacity. We

PH-1

already face tight parking conditions, and increased usage of Shiffer Park for overflow only exacerbates this.

Additional Concerns:

While we understand the city's interest in park investment, we believe the proposed budget for park improvements may fall short of what's needed to support the increased use that this development will bring. We encourage a more detailed review of that allocation to ensure it meets long-term community needs.

In Conclusion, safety and overflow parking are our community's top concerns. We ask the Planning Commission to carefully reconsider this project's design, traffic impact analysis, and neighborhood consequences. We respectfully request that these issues be thoroughly studied and addressed before any approval is granted.

Thank you for considering the voice of the community.

Sincerely,

Mick and Carrie Meldrum
Rancho Mesa/Meadow Park
3118 Yukon Avenue
mmeldrum@icidevco.com
cmeld@aol.com
(714) 619-1923 Mick
(714) 856-2286 Carrie

DRAFT RESOLUTION NO. PC-2025-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA RECOMMENDING THE CITY COUNCIL OF THE CITY OF COSTA MESA ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM (SCH. NO. 2025050135), RELATIVE TO GENERAL PLAN AMENDMENT FOR THE RESIDENTIAL PROJECT INCLUDING 142 OWNERSHIP RESIDENTAIL DWELLING UNITS LOCATED AT 3150 BEAR STREET

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDS AND DECLARES AS FOLLOWS:

WHEREAS, an application was filed by Meritage Homes requesting approval of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, General Plan Amendment, Rezone, Tentative Tract Map, Design Review, and Density Bonus to facilitate the development of a 142-unit residential common interest development project located at 3150 Bear Street;

WHEREAS, the Planning Commission is the recommending body and the City Council is the final decision-maker for the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, General Plan Amendment, Rezone, Tentative Tract Map, Design Review, and Density Bonus;

WHEREAS, a duly-noticed public hearing was held by the Planning Commission on July 14, 2025 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) including the Mitigation Monitoring and Reporting Program was prepared in compliance with CEQA and the local environmental review guidelines;

WHEREAS, the Draft IS/MND was circulated for the required 30-day public review period beginning on May 1, 2025, and ending on May 31, 2025;

WHEREAS, the final adoption of the IS/MND shall be considered by the City Council as the final approval authority, after evaluation of the environmental document and all comments on the Draft IS/MND received during the public review period;

WHEREAS, written comments received from the general public, government entities, and other interested parties were responded to, where appropriate, in the manner prescribed in California Code of Regulations Section 15073;

WHEREAS, no significant new information has been added to the IS/MND since its circulation for public comment and no changes to the proposed project have occurred which would require recirculation of the IS/MND under CEQA Guidelines Section 15073.5;

WHEREAS, the Planning Commission has reviewed and considered the IS/MND and has found that the IS/MND adequately evaluates the environmental impacts of the proposed project, and the IS/MND is complete, adequate, and fully complies with all requirements of CEQA, the CEQA Guidelines, and the City of Costa Mesa Environmental Guidelines;

WHEREAS, the IS/MND reflects the independent judgment and analysis of the City of Costa Mesa.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COSTA MESA RECOMMENDS AS FOLLOWS:

Section 1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. Recommend that that that the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference. The Planning Commission finds that the Mitigation Monitoring and Reporting Program is designed to ensure that, during the implementation of the Project, the City and any other responsible parties implement the components of the Project and comply with the mitigation measures identified in the Mitigation Monitoring and Reporting Program. To the extent there is any conflict between the Mitigation Monitoring and Reporting Program, and the Draft IS/MND, the terms and provisions of the Mitigation Monitoring and Reporting Program shall control.

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 14th day of July, 2025.

Jeffrey Harlan, Chair
Costa Mesa Planning Commission

EXHIBITS:
A: Draft IS/MND
B: Final IS/MND

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

I, Carrie Tai, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2025-11 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on July 14, 2025 by the following votes:

AYES: Harlan, Andrade, Klepack, Martinez, Rojas

NOES: None

ABSENT: Zich, Dickson

ABSTAIN: None

Carrie Tai, Secretary
Costa Mesa Planning Commission

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-374 **Meeting Date:** 8/5/2025

TITLE:

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")

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **VICTOR MENDEZ, SENIOR PLANNER**

CONTACT INFORMATION: **VICTOR MENDEZ, 714-754-5276, Victor.Mendez@costamesaca.gov**

RECOMMENDATION:

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

Item #: 25-374 **Meeting Date: 08/05/2025**

TITLE: 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")

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: VICTOR MENDEZ, SENIOR PLANNER

CONTACT INFORMATION: VICTOR MENDEZ, 714-754-5276, Victor.Mendez@costamesaca.gov

RECOMMENDATION:

Staff recommends the City Council give second reading to and adopt the following for the properties located at 220, 222, 234, and 236 Victoria Street:

Ordinance No. 2025-04 to approve rezone to apply the Residential Incentive Overlay District zoning designation to the project site.

APPLICANT OR AUTHORIZED AGENT:

The applicant is Bundy-Finkel Architects, on behalf of WMC, LLC.

ANALYSIS:

The project involves the development of a 40-unit residential common interest development (RCID) located at 220, 222, 234, and 236 Victoria Street (APNs: 419-111-20, 419-111-19, 419-111-21). The proposal includes a Tentative Tract Map to consolidate the existing parcels and subdivide the site for individual condominium ownership. The approximately 1.77-acre site is currently developed with commercial buildings, which are proposed to be demolished and replaced with residential units. Each unit will include a ground-floor office area, a two-car garage, living quarters, and private open space The property has a General Plan land use designation of General Commercial and is zoned C2 – General Commercial Business District, which does not permit residential development. To accommodate the proposed use, the project includes a request for a General Plan Amendment and a Rezone to apply the Residential Incentive Overlay District (RIOD) over the existing designation and zoning.

At its regular meeting of July 15, 2025, the City Council conducted a public hearing and received public comments for the Victoria Place project. The City Council approved by a 7-0 vote the following: Resolution No. 2025-29, adopting Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; Resolution No. 2025-30 approving General Plan Amendment (PGPA-24-0001), Master Plan (PMAP-24-0002), and Tentative Tract Map No. 19351. The City Council approval included

added project conditions related to installation of a barrier feature or wall around the Victoria Place off-site open space and enhanced architectural treatment and added design features for the street-facing elevation along Victoria Place. In addition to the above project approvals, the City Council gave first reading to and introduced Ordinance No. 2025-04.

The agenda report and video for the July 15, 2025, City Council meeting can be found at the following links:

July 15, 2025, Agenda Report:
https://costamesa.legistar.com/View.ashx?M=F&ID=14494256&GUID=D4935D60-647A-4F94-A604-680B70C9DFF1

July 15, 2025, Meeting Video:
https://costamesa.granicus.com/player/clip/4282?view_id=14&redirect=true
A total of two members of the public provided public comments at the meeting in person or via Zoom. Written public comments submitted for the July 15, 2025 meeting can be found here:
https://costamesa.legistar.com/View.ashx?M=E3&ID=1309672&GUID=262E4699-6EB0-42EE-8D19-73025521A86F

The proposed Ordinance included as Attachments 1 to this agenda report. If adopted by City Council, the Ordinance would become effective in 30 days.

PUBLIC NOTICE:

Pursuant to Government Code 36933, a summary of the proposed Ordinance was published once in the newspaper no less than 5 days prior to the August 5, 2025, second reading. A summary of the adopted Ordinance will be published within 15 days after the adoption.

As of this report, no additional written public comments have been received. Any additional written comments received will be forwarded under separate cover.

ALTERNATIVES CONSIDERED:

City Council may give second reading and adopt the Ordinance as proposed, modify the Ordinance, or not adopt the Ordinance. If the City Council chooses to make substantive modifications to the Ordinance after introduction, the modified Ordinance would need to be brought back at a future meeting for second reading and adoption.

FISCAL REVIEW:

The City anticipates the following fees: 1) approximately $553,160 for Park Development Impact Fees, or a rate of $13,829 per unit for the development of the 40 units; 2) estimated Traffic Impact Fee of $20,315; 3) an approximate Drainage Impact Fee of $31,568; The project would also require building permit fees of approximately $101,005 and building plan check fees of approximately $6,006.

LEGAL REVIEW:

The City Attorney’s Office has reviewed this report and its attachment and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's Goal:

- Diversify, stabilize, and increase housing to reflect community needs.

CONCLUSION:

Staff recommends that the City Council give second reading to and adopt Ordinance 2025-04. If adopted on August 5, 2025, the Ordinance would take effect on the 30th day after adoption, which is September 4, 2025. The adoption of the proposed Ordinance would rezone the project site by applying the Residential Incentive Overlay District zoning designation over the underlying base zoning (C-2 General Business).

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA APPROVING REZONE TO APPLY THE RESIDENTIAL INCENTIVE OVERLAY DISTRICT ZONING DESIGNATION TO THE PROPERTIES LOCATED AT 220, 222, 234, AND 236 VICTORIA STREET ("VICTORIA PLACE")

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, a General Plan Amendment, Rezone, Tentative Tract Map, and Master Plan, was filed by Bundy-Finkel Architects, on behalf of WMC, LLC, requesting approval of the following: Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, General Plan Amendment, Rezone, Master Plan, and Tentative Tract Map to facilitate the development of a 40-unit residential common interest development project located at 220, 222, 234, and 236 Victoria Street; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on June 9, 2025, with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, on June 9, 2025, the Planning Commission recommended denial of the proposed project with a 5-2 vote (Commissioner Dickson and Commissioner Andrade voting no);

WHEREAS, at the June 9, 2025 meeting, the Planning Commission recommended that the City Council take the following actions:

1. **Deny** the Initial Study/Mitigated Negative Declaration including the Mitigation Monitoring and Reporting Program; and
2. **Deny** General Plan Amendment PGPA-24-0001 to modify the Land Use Element's maps, figures, text and tables to apply a Residential Incentive Overlay District zoning designation to the subject property, as the site currently has a land use designation of General Commercial, which does not allow residential development; and
3. **Deny a request to** rezone the project site by applying the Residential Incentive Overlay District zoning designation to the subject project site,

currently zoned C2 – General Business District, to facilitate the residential development while maintaining the underlying commercial zoning; and

4. **Deny** Master Plan PMAP-24-0002 for a 40-unit residential common interest development; and
5. **Deny** Tentative Tract Map No. 19351 to subdivide the properties for condominium purposes.

WHEREAS, a duly noticed public hearing was held by the City Council on July 15, 2025 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, on July 15, 2025 the City Council found that the project is consistent with the General Plan, Zoning Code, State Law, and all necessary findings can be made and approved the first reading by a 7-0 vote;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) including the Mitigation Monitoring and Reporting Program was prepared in compliance with CEQA and the local environmental review guidelines; and

WHEREAS, the Draft IS/MND was circulated for the required 30-day public review period beginning on April 1, 2025, and ending on April 30, 2025; and

WHEREAS, written comments received from the general public, government entities, and other interested parties were responded to, where appropriate, in the manner prescribed in California Code of Regulations Section 15073; and

WHEREAS, no significant new information has been added to the IS/MND since its circulation for public comment and no changes to the proposed project have occurred which would require recirculation of the IS/MND under CEQA Guidelines Section 15073.5; and

WHEREAS, the City Council has reviewed and considered the IS/MND and has found that the IS/MND adequately evaluates the environmental impacts of the proposed project, and the IS/MND is complete, adequate, and fully complies with all requirements of CEQA, the CEQA Guidelines, and the City of Costa Mesa Environmental Guidelines; and

WHEREAS, the IS/MND reflects the independent judgment and analysis of the City of Costa Mesa.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY APPROVES AS FOLLOWS:

Section 1: REZONE. The City of Costa Mesa Official Zoning Map is hereby amended as follows:

1. The proposed rezone to apply the Residential Incentive Overlay District is consistent with the General Plan as amended by General Plan Amendment PGPA-24-0001 and adopted by Resolution No. 25-30.
2. There is hereby placed and included in the Residential Incentive Overly District zoning district a 1.77-acre parcel and as shown in Exhibit 1, situated in the City of Costa Mesa, County of Orange, State of California.
3. Pursuant to the provisions of Section 13-22 of the Costa Mesa Municipal Code, the Official Zoning Map of the City of Costa Mesa is hereby amended by the change of zone described in Subsections Number 1 and Number 2. A copy of the Official Zoning Map and Zoning Code is on file in the office of the Planning Division.

Section 2. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

Section 3. 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 4. Effective Date. This Ordinance shall take effect on the 30th day after adoption. If adopted on August 5, 2025, the Ordinance would take effect on September 4, 2025.

Section 5. 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.

PASSED AND ADOPTED this _____ day of _____, 2025

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM

_____
Kimberly Hall Barlow, City Attorney

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

I, Brenda Green, City Clerk of the City of Costa Mesa, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2025-04 ____ introduced at a regular meeting of the City Council of the City of Costa Mesa held on the 15 day of July, 2025, and was thereafter adopted at a regular meeting held on the _____ day of _____, 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Said ordinance has been published or posted pursuant to law.

Witness my hand and the official seal of the City of Costa Mesa this ____ day of _____, 2025.

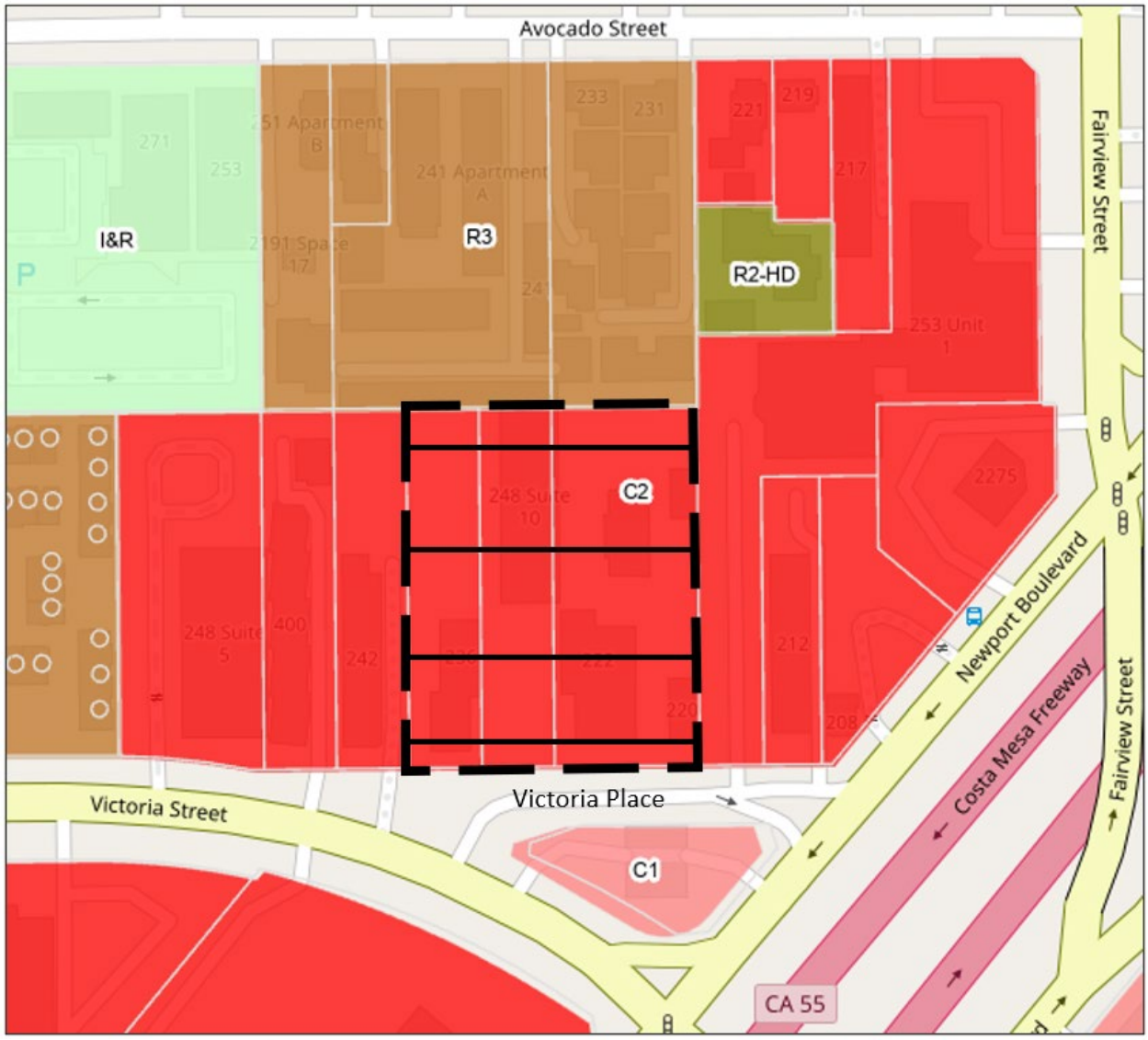
_____
Brenda Green, City Clerk

EXHIBIT 1

REZONE

Amendment to the Zoning Map

Apply the Residential Incentive Overlay District zoning designation of the 1.77-acre site at 220, 222, 234, and 236 Victoria Street, while maintaining the underlying C2 – General Business District zone



Residential Incentive Overlay (30 du/ac)

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-396 **Meeting Date:** 8/5/2025

TITLE:

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

DEPARTMENT: **CITY MANAGER'S OFFICE**

PRESENTED BY: **ALMA REYES, DEPUTY CITY MANAGER**
JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER

CONTACT INFORMATION: **SERGIO ESCOBAR, MANAGEMENT ANALYST (714) 754-5156**

RECOMMENDATION:

City Council consideration of the following:

1. Adoption of Proposed Resolution No. 2025-XX affirming the City's Core Values.

2. Adoption of Proposed Resolution No. 2025-XX supporting California Senate Bill 805 (Perez), "No Vigilantes Act."

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

BACKGROUND:

At the July 15 City Council Meeting, during public comment, speakers made remarks on ongoing Immigration and Customs Enforcement (ICE) activity in the region. They shared the impacts that have resulted locally. Subsequently, Councilmembers Marr and Reynolds, and Mayor Pro Tem Chavez, requested that staff bring to the August 5th Council Meeting the following items for discussion:

- Resolution affirming the City's Core Values in response to the Federal immigration enforcement activity.
- Letter of Support for SB 805
- Direct staff to explore partnerships with community-based organizations (CBOs), including faith-based organizations (FBOs), and nongovernmental organizations (NGOs) to provide support services to impacted residents.

Additionally, Mayor Pro Tem Chavez requested that the proposed resolution reference State Senator Suzette Martinez Valladeres's letter urging the United States President to focus deportation efforts on criminals, a call on modernization of the immigration process for non-criminal undocumented

immigrants and visa policies that will help build a stronger economy, secure the borders, and protect communities. The letter was signed onto by Orange County State Legislators, Assemblywoman Laurie Davies and Assemblywoman Diane Dixon.

Other cities throughout the Southern California region have taken action in response to ICE activity in the area. The cities below have taken formal action by either adopting resolutions denouncing Federal immigration enforcement and/or developing assistance programs, or a combination thereof.

City of Anaheim**	City of Huntington Park**	City of Los Angeles**
City of Santa Ana**	City of Montebello**	City of Culver City*
City of Paramount**	City of Downey**	City of Pasadena*
*Agencies that have adopted formal action by resolution or executive order. **Agencies that have adopted formal action and developed assistance programs.		

ANALYSIS:

Current City Efforts

In response to recent ICE operations in the region and across the Country, the City has affirmed its commitment to its Core Values of inclusivity and compassion for all members of the community it serves, regardless of immigration status. Further, efforts have been made to provide the community with information about resources and support services available to those impacted by Federal immigration enforcement.

Since January, staff have attended several community meetings and maintained an open dialogue with community-based organizations, non-governmental organizations, and community members to better understand the concerns, needs, and impacts on the community.

As part of the City's outreach and engagement efforts, staff developed and launched the Community Resources webpage on the City's website, a dedicated community webpage with information and resources. The webpage includes the following support service(s) areas:

- Emergency & Crisis Support
- Legal Services & Representation
- Know Your Rights & Legal Education
- Immigration Services
- School Resources
- Workplace & Employer Guidance
- Support Services & Advocacy
- Help With A Federal Agency

More recently, staff prepared Costa Mesa Cares Family Preparedness packets, which are tailored to support residents impacted by the current immigration enforcement operations. The packets contain information and preparedness resources for any emergency, and have been made available to community members and community organizations assisting those in need.

Potential Impact on Tenants

During the July 15 Council Meeting, Councilmembers raised concerns about the unintended consequences of Federal immigration enforcement on tenants. Approximately 60% of the City's households are renter-occupied. Currently, the City receives eviction-related inquiries by email, phone, and in person and tracks "no fault" evictions, pursuant to the City's Ordinance. Support

services and assistance are voluntary to those who received lawful evictions, and the level of need is on a case-by-case basis. At this time, information on at-fault evictions resulting from current ICE enforcement is unknown. The City does not have a mechanism in place or the capability to track at-fault evictions. Per the City's Tenant Protection Ordinance, staff tracks no-fault evictions through TESSA on a case-by-case basis only. Staff continues to explore and engage in conversations with City partners about potential opportunities to access at-fault eviction data, if available.

Exploring Partnership with Community-Based Organizations & Non-Governmental Organizations

City Staff has maintained strong relationships with community-based organizations, non-governmental organizations, faith-based organizations, and community members. Through ongoing dialogue and collaboration, staff has been able to understand the concerns of immigrant communities better and assess the evolving needs of those impacted by federal immigration enforcement activities. These partnerships have proven vital in identifying service gaps, building trust, and informing the City's approach to the community.

In addition to these efforts, staff will continue working with CBOs, NGOs, and FBOs to explore and identify potential partnerships that can provide direct support services, such as legal assistance, rental assistance, case management, and emergency aid to individuals and families affected by immigration enforcement. Once formed, these partnerships will help ensure that those affected by the federal enforcement activity have access to support services and that the City can proactively respond to community needs.

Proposed Resolutions

The first proposed Resolution highlights ICE's recent federal enforcement activity within the City and surrounding areas. It expresses concern over the disruptive nature of these operations and the fear they instill in residents. It highlights reports of ICE agents using aggressive tactics such as unnecessary force, face coverings, plain clothes, unmarked vehicles, and targeting of areas previously deemed inappropriate, particularly in sensitive areas like homes, schools, workplaces, and places of worship. While acknowledging that immigration enforcement is under the sole jurisdiction of the Federal government and that the City and its Police Department do not participate in or assist with such operations, the City Council affirms its responsibility to speak out against actions that undermine public safety and community trust.

Additionally, the Resolution calls on Federal representatives to ensure that ICE agents conduct enforcement with due process, refrain from using concealed identities and force where unwarranted, and focus efforts only on individuals with criminal records. Furthermore, the resolution encourages local nonprofits, community groups, faith-based organizations, and businesses to offer time, resources, and financial support to individuals and families impacted by Federal immigration enforcement activity. The City affirms its commitment to public safety, inclusivity, and civil rights for all residents, and expresses its intent to explore and implement programs and partnerships that support the well-being of those most at risk due to Federal immigration enforcement.

The second proposed resolution focuses exclusively on support for Senate Bill 805 (SB 805), "No Vigilantes Act," which is discussed in depth below.

Council Policy on Legislative Positions

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. Formal Council approval is required when none of the City's legislative partners have taken a support or oppose position or when the legislative partners have taken a contradictory position. Currently, Cal Cities has taken a Watch Position on SB 805 (Perez). In accordance with City Council Policy 000-8, a Support Letter has been brought forth for the Council's consideration.

SB 805 (Perez) Background

Senator Perez amended SB 805 on June 23, 2025, to create the "No Vigilantes Act" and address the use of face coverings and the absence of identifying information by Immigration and Customs Enforcement (ICE) when conducting enforcement activities. The bill states that recent immigration enforcement operations by ICE contribute to fear and questions for individuals to "distinguish between authorized personnel and bad actors."

The bill expands and builds upon existing law, including SB 54 "The California Values Act", which prohibits California law enforcement agencies from aiding in immigration enforcement. Existing law prohibits impersonating a peace officer and requires local uniformed peace officers to be clearly identified. Lastly, existing law establishes the Bail Fugitive Recovery Act, defining who is authorized to apprehend a bail fugitive.

The Senate Public Safety Committee analysis points out that federal law currently prohibits "conscripting" the states to enforce federal regulatory programs. Federal, state, or local government entities are also prohibited from restricting ICE from obtaining information regarding the citizenship or immigration status, lawful or unlawful, of any individual. Lastly, federal law currently requires immigration officers to identify themselves at the time of arrest, and as soon as it is practical and safe to do so.

In discussing SB 805 (Perez) with the Costa Mesa Police Department, it was noted that the bill partly duplicates existing law but is also seeking to have local law enforcement engage with ICE in a manner that may conflict with federal law. Costa Mesa Police Department continues to monitor and respond to calls for service, including reports of a possible kidnappings or impersonations of law enforcement officers, and takes appropriate action within the authority of the law.

SB 805 (Perez) Effects

During the Senate Public Safety Committee hearing on July 14, 2025, the bill author stated that the "lack of transparency fosters confusion, fear, and mistrust in communities across the state."

To address these concerns, SB 805 (Perez) expands the scope of existing crimes dealing with impersonation. Specifically, the bill addresses four areas:

- Expands police impersonation laws to include the use "of any other means" to defraud.
- Prohibits a bail agent from using their position for the purposes of immigration enforcement.
- Requires all law enforcement agency personnel operating in California to visibly display

identification.

- Local police will be allowed to request an “alleged” law enforcement employee to present identification when there is probable cause or reasonable suspicion of a crime, or a legitimate safety concern.

The Senate Public Safety Committee analyzed the bill and raised concerns about the “likelihood of this bill surviving legal scrutiny” if challenged by the federal government. Specifically, the two provisions imposing an obligation on federal law enforcement to follow specific identification requirements and making failure to do so a misdemeanor may be construed as a violation of the Supremacy Clause.

As of July 24, 2025, the bill is supported by Orange County Supervisor Vicente Sarmiento, the cities of Culver, Los Angeles, Lynwood, Monterey Park, Paramount, Pasadena, and Santa Ana. The bill is also supported by various labor unions and community groups.

The California Police Chief Association secured amendments to exclude undercover officers from the identification requirements and remove penalties against local agencies and personnel. Since then, the California Police Chiefs Association has taken a neutral position on SB 805.

Potential Challenges with Implementation of SB 805

Based on the input received from the Costa Mesa Police Department, should SB 805 be enacted into law, it will conflict with federal law, creating expectations by the community that the Costa Mesa Police Department intervene and possibly arrest federal agents. Currently, California peace officers have the authority to arrest individuals who commit state crimes. This includes federal agents, but only in rare cases where the agent is clearly acting outside the scope of lawful federal duties and violating state law. Federal agents are protected under the Supremacy Clause of the U.S. Constitution when acting within their official capacity.

As such, local law enforcement cannot generally arrest or interfere with a federal agent performing lawful duties, even if those actions are controversial. As discussed above, federal law requires ICE or other immigration enforcement agents to identify themselves as soon as it is practical and safe to do so. However, federal law does not specify “visible identification” requirements to the levels required by the bill. As a result, local police may not apply these standards to federal agents.

Should the City Council desire to take a position on the bill, a Letter of Support for SB 805 has been drafted for review and consideration.

ALTERNATIVES:

The City Council may:

1. Direct changes to be made to the proposed resolutions and/or letter.
2. Choose not to approve the resolutions and/or letter.
3. Adopt a “Support if Amended” position on SB 805 (Perez) to request that portions of the bill in conflict with federal law be removed to protect local law enforcement agencies and their

personnel.

FISCAL REVIEW:

There are no fiscal impacts to the City for the approval of the recommended actions.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Through its continuous efforts, the City stands firmly by its Core Values of inclusivity and compassion for its diverse community and reaffirms its commitment to ensuring the delivery of essential services and public safety for all residents.

At the direction of City Council, staff has brought forward for the proposed Resolutions and position letter for SB 805, the "No Vigilantes Acts," for consideration.

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AFFIRMING THE CITY'S CORE VALUES

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

WHEREAS, elected officials throughout Southern California have expressed concern about recent immigration enforcement actions in their local jurisdictions by the United States Immigration and Customs Enforcement Agency ("ICE") and specifically the manner in which these actions have been carried out; and

WHEREAS, the activities by ICE in Costa Mesa and nearby jurisdictions have disrupted public safety and prompted fear in the local immigrant communities, amidst reports of enforcement activities at homes, schools, places of work, places of worship, and other public areas; and

WHEREAS, there have been reports in the media and elsewhere of aggressive tactics used by ICE agents, including the use of unwarranted force, breaking windows and doors, face coverings, plain clothes attire, unmarked vehicles, other identity concealment, and arrests and detentions of citizens and permanent residents; and

WHEREAS, the immigration enforcement actions and presence of large numbers of ICE agents in the region have caused fear, uncertainty, distress, and disruption among many community members; and

WHEREAS, immigration enforcement actions, particularly those conducted through broad workplace raids, have had unintended consequences in California's key economic sectors, including agriculture, construction, hospitality, and food service, by instilling fear in the workforce, including among individuals with legal immigration status; and

WHEREAS, employers have reported labor shortages resulting from these enforcement actions, as vital workers leave industries that are already struggling to recruit and retain employees, thereby exacerbating California's affordability crisis and negatively impacting local economies; and

WHEREAS, the City Council of the City of Costa Mesa empathizes with and supports all community members who are feeling fear and uncertainty because of recent enforcement activities; and

WHEREAS, the City of Costa Mesa is actively working to identify services, programs, and partnerships to help protect, inform, and assist our most vulnerable residents; and

WHEREAS, while the City Council recognizes that the federal government has exclusive jurisdiction over the enforcement of immigration law, and that the City may not either assist or interfere with immigration enforcement activities, the City Council wishes to do everything within its authority to ensure that ICE activities are carried out in accordance with applicable law; and

WHEREAS, the Costa Mesa Police Department does not participate in or assist with immigration enforcement activities by ICE; and

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; and

WHEREAS, the City Council acknowledges the uncertainty, anxiety, and fear expressed by many members of the community in response to the increased ICE activity, and recognizes its responsibility to speak out against practices that undermine the well-being and cohesion of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

SECTION 1. The City Council hereby finds and determines that the above recitals are true and correct and are incorporated herein.

DRAFT

SECTION 2. City staff is hereby directed to maintain and update the Costa Mesa Cares webpage on the City's website that provides links to immigration resources and services.

SECTION 3. The City Council reminds the community that the City and its Police Department have no ability to enforce federal immigration law and that federal authorities have repeatedly admonished localities not to take any steps that would result in interference with or obstruction of ICE enforcement operations.

SECTION 4. The City Council calls upon all nonprofit organizations, community service organizations, faith-based organizations, and business within the City of Costa Mesa to work together to contribute time, resources, and financial support to assist individuals and families impacted by the recent ICE activities.

SECTION 8. The City Council affirms Costa Mesa's commitment to public safety and inclusivity for all residents and calls upon all law enforcement agencies operating within the City to respect the civil rights of every individual.

SECTION 5. The City commits to working collaboratively with community-based organizations and non-governmental organizations to identify opportunities to better support those impacted by ongoing immigration enforcement activity.

SECTION 6. City staff is hereby directed to send a copy of this Resolution to all elected members of Congress whose jurisdiction includes any part of the City of Costa Mesa.

SECTION 7. If any section, subsection, clause or phrase in this Resolution or the application thereof to any person or circumstances is for any reason held invalid, the validity of the remainder of this Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 8. This Resolution shall become effective upon its adoption.

SECTION 9. The City Clerk shall certify to the adoption of this resolution.

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

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. 19-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

DRAFT

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA IN SUPPORT OF CALIFORNIA SENATE BILL 805 (PEREZ) "NO VIGILANTES ACT"

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

WHEREAS, immigrant families are facing increased threats of deportation; and immigration policy proposals of the current federal administration have caused a sense of uncertainly and fear among the City of Costa Mesa's community; and

WHEREAS, the City of Costa Mesa is comprised of approximately twenty-five (25) percent foreign-born residents; and

WHEREAS, strengthening and improving quality of life is a top priority of the Costa Mesa City Council; and

WHEREAS, community members have expressed fear and doubts as to the validity and accountability of those purporting to be immigration enforcement agents and question their conduct as being lawful and transparent; and

WHEREAS, residents have expressed their fears with attending public meetings, community events, recreational facilities, or sending their children to school; and

WHEREAS, Immigration and Customs Enforcement (ICE) has publicly condemned impersonations, and,

WHEREAS, the use of face coverings by ICE and lack of consistent, visible identification creates public confusion and makes it difficult for the public to distinguish between authorized law enforcement personnel and criminals; and

WHEREAS, these actions undermine public trust in law enforcement, especially among vulnerable individuals, and pose a threat to public safety; and

WHEREAS, Senate Bill 805 (Perez) increases transparency and accountability for law enforcement and federal agents operating in California; and

WHEREAS, Senate Bill 805 (Perez) is known as the No Vigilantes Act and aims to expand police impersonation laws by:

- Requiring federal agents, including Ice agents, to visibly display identification that includes their name or badge number when performing duties;

DRAFT

- Strengthening laws against impersonating law enforcement or other government personnel, particularly when used to defraud others;
- Restricting individuals authorized to apprehend bail fugitives by prohibiting them from using their position for immigration enforcement; and
- Mandating that a person authorized to apprehend a bail fugitive must keep a defendant's immigration status confidential.

WHEREAS, the City of Costa Mesa is in full support of legislative efforts to pass SB 805 and is committed to do everything in its power to effectuate the proposed legal standards and protection to protect our communities and families.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES its support for Senate Bill 805 (Perez), the No Vigilantes Act, which aims to address the use of face coverings and the absence of identifying information by Immigration and Customs Enforcement (ICE) when conducting enforcement activities.

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

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. 19-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

DRAFT

CITY OF COSTA MESA

77 Fair Drive | P.O. Box 1200, Costa Mesa | California 92628-1200
Phone 714.754.5285 | Fax 714.754.5330 | www.costamesaca.gov

From the Office of the City Council

August 5, 2025

The Honorable Sasha Renée Pérez
California State Senator
1021 O Street, Room 6720
Sacramento, CA 95814

Re: Senate Bill 805 (Pérez): Crimes. (Amended – 7/18/2025)
City of Costa Mesa – Notice of Support

Dear Senator Pérez,

On behalf of the City of Costa Mesa, I am writing to express our support for Senate Bill 805, the No Vigilantes Act. This important legislation encourages community-conscious public safety by protecting communities against the impersonation of law enforcement officers and other public safety personnel.

As detailed in the Senate Public Safety Committee's analysis of the bill, recent incidents across California and other states include incidents of impersonators engaging in behavior ranging from harassment to serious criminal acts such as kidnapping and sexual assault. These actions sow distrust in public institutions and threaten the safety of our residents, particularly those in vulnerable communities. The bill's prohibition against impersonation, especially through deceptive means or with intent to defraud, is a critical and necessary step forward.

The City of Costa Mesa strongly supports SB 805's intent to address the alarming rise in law enforcement impersonation, which puts vulnerable populations at heightened risk. City of Costa Mesa residents have expressed their concerns and fears of being subject to false imprisonment when attending public events, parks, or community facilities. This has become evident over the recent months in the declining numbers of attendees at some of our most popular community events. City residents and business have expressed their desire that the focus of immigration enforcement should be on serious and violent criminals and not legitimate workers or employment sites.

While the City acknowledges the bill's provision requiring on-duty law enforcement officers to display identification, we note that this requirement is already a standard practice under most existing law enforcement agency protocols.

DRAFT

SB 805 also wisely places limitations on bail fugitive recovery agents, ensuring they are not misused for immigration enforcement purposes, and protects defendants' immigration status confidentiality.

The City of Costa Mesa stands firmly by its core values of inclusivity and compassion for its diverse population while ensuring the public's safety. For these reasons, the City of Costa Mesa is pleased to support SB 805.

Sincerely,

John Stephens
Mayor
City of Costa Mesa

MAYOR	COUNCIL MEMBER	COUNCIL MEMBER	COUNCIL MEMBER	MAYOR PRO TEM	COUNCIL MEMBER	COUNCIL MEMBER
John Stephens	Mike Buley	Loren Gameros	Andrea Marr	Manuel Chavez	Arlis Reynolds	Jeff Pettis
	District 1	*District 2*	*District 3*	*District 4*	*District 5*	*District 6*

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-354 **Meeting Date:** 8/5/2025

TITLE:

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

DEPARTMENT: FINANCE DEPARTMENT AND INFORMATION TECHNOLOGY DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR AND STEVE ELY, INFORMATION TECHNOLOGY DIRECTOR

CONTACT INFORMATION: CAROL MOLINA, FINANCE DIRECTOR, (714) 754-5243, AND STEVE ELY, INFORMATION TECHNOLOGY DIRECTOR, (714) 754-5154

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize 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. Approve and authorize 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. Approve and authorize the Cloud Services Agreement with Oracle America, Inc.

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

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

BACKGROUND:

A core objective of the City Council's Strategic Plan is to achieve long-term fiscal sustainability while preserving and improving the condition of city-owned facilities, equipment, and technology systems. To advance this goal, the City adopted an Information Technology Strategic Plan (ITSP), which outlines key priorities to modernize operations, improve service delivery, and foster innovation across departments. The ITSP includes targeted initiatives that address immediate business needs and replace aging software and infrastructure. Among these, the implementation of a modern Enterprise Resource Planning (ERP) system stands out as a critical project. The City's current financial, human

resources, and payroll systems are antiquated, resulting in administrative manual processes. Migrating to a unified ERP will enhance efficiency, reduce costs, and improve fiscal transparency, all while aligning with broader modernization goals and ensuring long-term operational viability.

The City's current Enterprise Resource Planning (ERP), PeopleSoft, version 7.51 (for Financials) and 8.8 (for Human Resources/Payroll) software system is a hosted, on-premise legacy software solution that, unfortunately, is no longer supported by PeopleSoft due to its age. The software system was implemented 28 years ago and manages a wide variety of day-to-day operational tasks for the Finance Department and Human Resources Division. An ERP is an integrated software system that helps the organization automate and manage core business processes for optimal performance. An ERP solution is the pillar financial information system used to record and manage all financial transactions and minimize risk by automating financial controls and ensuring compliance with local, state, and federal requirements, government accounting, audit-related standards and reporting, and best financial practices and controls. An integrated ERP system provides a comprehensive solution used across multiple City functions, including but not limited to the general ledger, budget, payroll, accounts receivable, accounts payable, cash management, procurement, contract management, project and grant accounting, financial reporting, and human resources management.

PeopleSoft has provided the basic functionality for the past 28 years for both Finance and Human Resources; however, City staff must supplement the lack of key features, functions, and reporting capabilities with standalone applications and custom programming. City staff has adopted customized and complex reports throughout the years that staff has had to create offline and manually update. This has been a challenge, especially with the implementation of constant new reporting requirements. As technology advances and new legal requirements, such as new General Accounting Standards Board (GASB) pronouncements, Generally Accepted Accounting Principles (GAAP) updates, etc., staff has had to create manual processes to ensure compliance. The City's third-party-software integrations with the current ERP system have been limited, difficult and at times unavailable.

The City has identified the critical need for a new ERP system and has developed key objectives for the project:

- Implementation of an Enterprise Resources Planning (ERP) solution to replace functionality provided by current legacy information systems.
- Enhance operational effectiveness by providing timely, accurate and complete information available to residents, the City Council, City Manager and staff.
- Increase productivity by eliminating redundancy and unnecessary tasks.
- Improve management and public policy decision making by increasing the ability to analyze data.
- Utilize and manage technology in a cost-effective manner.
- Reduction of the use of multiple platforms, spreadsheets through the implementation of a single, comprehensive, and integrated solution
- Enhance cross-departmental collaboration through the use of information technology and

enhanced business processes.

- Implementation of best business practices to include the streamlining and automation of standard business transactions, enhanced processing, and online capabilities.
- Implementation of enhanced features and functionality to support increased automation and operational efficiencies (i.e., workflow, self-service, document-imaging, accounts receivable, cashiering, refunds, grant management, etc.)
- Improve the availability of financial, human resources and payroll data.
- Reduce the extent of custom modifications to the City's application portfolio.

Furthermore, the City entered into a Professional Services Agreement (PSA) with ThirdWave Corporation to conduct an analysis of the City's business process to identify the functional requirements for a new ERP system and ensure a streamlined implementation process. This analysis laid the foundation for the development of a Request for Proposal (RFP), (Attachment 1).

ANALYSIS:

The selection of an ERP system required an extended timeline due to the complexity and significance of this critical infrastructure investment. City staff engaged in a thorough evaluation of functional requirements, obtained key stakeholder input, reviewed integration needs, and ensured long-term sustainability. Multiple systems were carefully reviewed to ensure alignment with Departmental workflows and financial oversight objectives. Given the scale and impact of the system, staff undertook a detailed review to ensure the chosen platform could meet operational needs across all City departments. Coordinating input from potential vendors to ensure value, integration capabilities, and contract terms added further complexity. These steps were essential in order to secure a long-term solution tailored to the City's strategic goals. This deliberate approach was essential to selecting a solution that will serve the City's financial management and reporting needs for years to come.

Procurement Approach

The City's evaluation and selection process was handled in accordance with Chapter V, Article 2 of the City's Municipal Code. On February 14, 2024, the City issued Request for Proposal (RFP) No. 24 -07, for a new Enterprise Resource Planning (ERP) & Professional Implementation Services via the PlanetBids platform.

The City created a cross-departmental evaluation team, which consisted of staff from all departments. The ERP system was spearheaded by the Finance Department with strong support from the Information Technology Department. The proposals were evaluated based on detailed RFP specifications, software solution functionality and architecture, qualifications of the firm, implementation methodology, project team experience and cost proposal. The top three vendors were invited for software demonstrations.

Each vendor presented their systems' functionality in the following areas: accounts payable, accounts receivable, cash receipts, project accounting, grant management, budget, financial reporting, fixed assets, purchasing, requisition, contract management, human resources (HR) and personnel management, benefit administration, time and attendance timesheets, payroll, technical

requirements, and approach to implementation application interface and data conversion.

The City received four bids to its request for proposal. The table below is the top three vendors that provided an extensive well-qualified ERP solution.

Vendor	Score
Denovo Ventures, LLC	1638
Tyler Technologies, Inc.	1560
CentralSquare Technologies	1412

Denovo Ventures, LLC

Denovo Ventures, LLC, submitted their proposal in a timely manner and met all compliance requirements of the RFP specifications. The Company submitted all required documentation that was listed in the RFP. Denovo is a Certified Authorized Reseller and Certified Implementation Partner for Oracle ERP Solutions. They are also a Certified Managed Services Provider, a status that is only achieved by a select few.

The submitted proposal by Denovo demonstrated a thorough understanding of the project, including Denovo's outstanding customer service that they have demonstrated over 20 years. Their compelling response to the RFP exhibited the team's experience when working with public sector communities. Denovo successfully completed over 850 projects; extensive references of municipal government customers, public agencies customers, and County Government customers. Some of Denovo's experience includes over 60 cities (United States and Canada), 75+ Public Agency costumers, and 60+ County Government Customers. Moreover, the Denovo-proposed Oracle solution is being leveraged by local agencies that include the City of Bakersfield, County of Orange, and most recently by the City of Santa Ana.

Denovo has proposed the Oracle Cloud ERP Oracle Software Solution for the City of Costa Mesa and will be the project implementers of the Oracle solution. The Oracle Fusion Applications are hosted, managed, and secured by Oracle's own Infrastructure and Software-as-a-Service (SaaS) solution, and is configurable by customers. The Oracle Cloud (SaaS) delivers a second-generation, modern cloud for today's modern local government - personalized, connected, and secure. The software application is expected to meet over 90% of the City's 500+ functional and technical requirements. The software solution will allow the City to implement key efficiencies and enhancements in general accounting, accounts payable, accounts receivable, purchasing, budget and human resources. Additionally, it will eliminate redundancies and manual tasks and introduce best practices in key financial and human resources processes.

The selected ERP system is designed to integrate with the City's existing 22 business applications to enhance data sharing, operational efficiency, and cross-platform functionality. The ERP system represents a shift toward a fully integrated, enterprise-wide platform that decentralizes operational functions while maintaining centralized oversight and governance. By equipping individual departments with direct access to core business processes - such as procurement, budgeting, reporting, and asset management - the system promotes autonomy, accountability, and real-time decision-making. This architecture ensures that all departments operate within a unified framework, streamlining workflows while enhancing cross-functional collaboration. This system will expand to all departments and across all City locations.

Additionally, cybersecurity was a critical consideration in the ERP selection and implementation process. The selected system incorporates multi-layered security features, including role-based access controls, data encryption, user authentication protocols, and audit logging to safeguard sensitive municipal data. Finance staff worked closely with the City's Information Technology Department and the vendor to ensure compliance with cybersecurity best practices and regulatory standards. Ongoing monitoring and period security assessments will be conducted to proactively manage risks and protect against evolving cyber threats.

Denovo will follow a methodology that will allow the City to leverage the application to its full potential. At each stage, the project will be evaluated against the required criteria before progressing to the next stage. This will provide the City the ability to manage risk, and improve decision-making to increase the successful project completion as the project progresses.

Denovo will provide a project team with Public Sector expertise that the City will be able to leverage in implementation of the new system as well as the improvement of business processes to modernize and leverage the new system to its maximum potential. The Denovo Project Management team will consist of a Project Manager, Enterprise solution architect, and consultant leads on the various implemented modules in both the financial and human resources areas. The Denovo Project Manager will work along-side the City's Finance Manager and Information Technology Manager to ensure the project stays on schedule and implements the City's business models and interfaces with the multitude of other technological systems efficiently. The City's technical leads will collaboratively work with Denovo's technical team to ensure the City's technical requirements are successfully implemented.

Cost Overview

The cost of the proposal includes project implementation services, subscription software fees and managed services post go-live. The cost of the project implementation services is estimated at $2.9 million. This includes both phase I and II for the project.

The cost of the annual subscription is $285,000 for years 1 through 5, for a total of $1.4 million. This annual subscription is available for an additional two years (Years 6 and 7) and will be subject to a 4% annual increase. The annual subscription of the SaaS allows the City to access and leverage the application and underlying infrastructure throughout the implementation, provides the on-going support and maintenance for the system to include application updates on a quarterly basis, at a minimum. The on-going support is provided from Oracle on a 24/7 basis. A managed services contract in the amount of $195,000 to provide direct support from Denovo following the Go-Live of Phase I of the project. The City has the option to add a second term of managed services for the same flat amount, if needed.

After careful review and evaluation of the proposals, interviews, as well as confirming references, staff find Denovo the most qualified to complete the City's ERP implementation for a single integrated solution. Denovo has a thorough understanding of the scope of work and the prioritizing of the City's efforts to obtain an enterprise system that has the flexibility, reliability, redundancy, and capability to meet current and future business functions into a single computing environment.

Implementation Approach

The ERP project is scheduled to kick off August/September 2025 upon City Council adoption. Due to the complexity of data migration, required Financial and Human Resources processes with other technical systems in this project will be managed in two phases: Finance modules followed by Human Resources/Payroll modules. This will serve to prioritize the application software most needed and reduce the risk of failure, e.g., budget change orders, schedule of overruns, or lack of end user acceptance. Deployment will include software installation and configuration, testing, staff training, report development, at least ten years of data migration, systems interface development and technical support after system cutover.

Overall, the project will consist of implementing the following Oracle Fusion products:

- Financials and Project Management: Financials, Project Financials, Financial Report Center, Transactional Business Intelligence (OTBI), Applications Extensibility Framework
- ERP Self Service: Reporting Access, Transactions and Workflows
- Procurement Service: Purchasing, Supplier Portal, Procurement Contracts
- Procurement Self Service: Catalog Superstore, Catalog Management, Configurable approvals
- Supply Chain Execution Cloud Service: Inventory Management, Cost Accounting
- Document Recognition Service: Automated Invoice Processing
- Human Capital Management: Core HR, Onboarding, Benefits, Absence Management, Workforce Directory Management
- Human Resources Help Desk: HR Inquiries
- Human Capital Management Human Resources (HCM HR) Platform for benefits
- Payroll Process: Payroll Processing, Compliance and Reporting, Automated Tax Filing
- Time and Labor: Time Reporting and Management, Rule-Based Time Recording
- Budget: Position and Capital Budgeting

The implementation of the ERP system requires a significant investment of time, resources, and dedicated focus to ensure its successful deployment. The City will have a core project team dedicated to the project to include the Finance Manager and Information Technology Manager as leads to this project. The core team will also be staffed by functional leads from each key department (Finance, Human Resources, Information Technology). As the project progresses, end users from all other departments will participate as business processes are evaluated and as best practices are implemented. The project scope will also include data conversion of the City's current ERP system and multiple application interface developments.

ALTERNATIVES:

The City Council may choose not to approve the agreements with Denovo and Oracle. However, it could result in an unsupported financial system that will compromise the City of Costa Mesa's

financial ability to operate efficiently.

FISCAL REVIEW:

The funding for the project is available in the Fiscal Year 2025-26 Information Technology Replacement Fund (Fund 603) as per the adopted Information Technology Strategic Plan. The funding includes the proposed agreements with Denovo Ventures: for the project implementation services of $2.9 million for Phases 1 and 2; Managed Services Contract of $0.2 million; and Oracle Cloud ERP annual subscription of $285,000 (totaling $1.4 million over the course of five years). The proposed Cloud Services Agreement provides the subscription licensing with Oracle America, Inc. that is being purchased through Denovo Ventures, LLC. If needed, the two one-year renewals option will be proposed through the new five-year Information Technology Strategic Plan currently being prepared.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, the proposed Master Services Agreement (MSA), Ordering Document, Managed Services Service Order, and Statement of Work for Denovo Ventures, LLC and Cloud Services Agreement with Oracle America, Inc. (Attachment 1 through 5) and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology.
- Achieve Long-Term Fiscal Sustainability.

CONCLUSION:

Staff recommends the City Council:

1. Approve and authorize 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. Approve and authorize 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. Approve and authorize the Cloud Services Agreement with Oracle America, Inc.

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

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

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA"), dated as of the 5th day of August 2025 ("Effective Date") is by and between Denovo Ventures, LLC, a Colorado limited liability company ("Denovo") and City of Costa Mesa, CA ("Customer" or "Client") a California Municipal Corporation (each a "Party" and together the "Parties").

Customer desires to engage Denovo to provide certain products and services, and Denovo desires to provide such products and services, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this MSA agree as follows:

1. ***Construction.*** This MSA sets forth the general terms and conditions of the Agreement. For each Service Denovo provides, there is a Service Order ("SO") or Statement of Work ("SOW") that sets forth more specifically the Services and Service Levels Denovo will provide the Customer. If the Customer requests any Services that require a software product license or purchase (whether from a third party or from Denovo), in addition to an SO or SOW, Denovo will provide a separate Order Document ("OD") and any applicable license or other agreements to be executed by the Customer. Each SO or SOW, combined with any applicable Change Orders and the MSA, shall constitute an independent contract, provided, however, that a default under any SO, SOW or Order Document shall constitute a default under all other outstanding SOs, SOWs, ODs, or other agreements executed between Denovo and Customer. Notwithstanding the foregoing, any ODs, as well as any license agreements and related documents executed in connection therewith, apply exclusively to the software and other products therein and shall not be part of this Agreement. To the extent there are inconsistencies between the MSA and the SO or SOW, the SO or SOW will govern and control over the MSA. The headings shall be disregarded in construing or interpreting the Agreement.

2. ***Definitions.*** Capitalized terms not otherwise defined herein or in the applicable SO, SOW or Change Order shall be defined as follows:

   a. ***AAA.*** American Arbitration Association.

   b. ***Aggregated Data.*** Any aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Services, the number and types of transactions, configurations, and reports processed in the Services and the performance results for the Services.

   c. ***Agreement.*** Each SO or SOW, applicable Change Order, and other documents executed pursuant to the MSA, combined with the MSA.

   d. ***Audit.*** The access and audit of Denovo's records, facilities, and locations in which Denovo performs Cloud Services for Customer, Denovo equipment, Denovo software and supporting documentation of Denovo and its subcontractors.

   e. ***Change.*** The addition, subtraction, or change to any Services related to the Agreement; a change that results in increased or reduced Fees for applicable Services; changes to the Service Levels; or any other change to the Agreement.

   f. ***Change Order ("CO").*** A fully executed Change Order Request form that details the Change agreed to by the Parties.

   g. ***Change Order Request.*** A formal request submitted by one Party to the other for a Change to the Agreement.

   h. ***Connectivity.*** Customer is responsible for providing communication connectivity from Customer's network to the cloud services provided by Denovo.

   i. ***Customer Applications.*** All software programs, including any source code for such programs, that the Customer or the Customer's designated affiliates provide in connection with the Agreement.

j. ***Customer Care Portal.*** A web-based service that allows Customers to report problems, request information, and view system metrics.

k. ***Customer Data.*** Customer's Confidential Information and all text, files, images, graphics, information, data, illustrations, personal data, video, audio, photographs, and other content and material in any format, provided or uploaded by the Customer in connection with the Agreement (but not including Work Product, Denovo Intellectual Property, or any material provided by Denovo to Customer and later provided or uploaded by Customer).

l. ***Confidential Information.*** Any proprietary information or data (including the terms of the Agreement), internal business information including, without limitation, business plans, strategies, goals, financial statements, business methods and procedures, services provided, contractual arrangements, Customer and customer lists, work product, contact information, Trade Secrets (as defined below), and any other information designated as confidential by either Party.

m. ***Data Center Network.*** The portion of the Denovo network extending from the outbound port on the Customer edge device to the outbound port of the data center border router and includes Denovo managed switches, routers, and cabling.

n. ***Denovo Intellectual Property.*** All Intellectual Property that was developed by Denovo or on Denovo's behalf prior to performance of, or independent of, the Agreement or that is generally applicable to or useable by any of Denovo's other customers or for its business in general regardless of when developed, or that Denovo may, in connection with the performance of Services hereunder, employ, provide, modify, create, or acquire or otherwise obtain rights in. As used herein, "Intellectual Property" means all concepts, ideas, recommendations, methods, methodologies, procedures, processes, know-how and techniques, templates, programs, trademarks and service marks, Trade Secrets, copyrights, patents, software, inventions, discoveries, software, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, development tools (including without limitation general purpose consulting and software tools), utilities and routines, logic, integrations, coherence and methods of operation of systems, and all other intellectual property and improvements to any of the foregoing .

o. ***Disaster.*** Any unplanned event or condition that renders Customer unable to use, for its intended computer processing and related business purposes, the Denovo Services, reasonably projected by both Customer and Denovo to last more than four (4) consecutive hours.

p. ***Disaster Declaration Notice.*** The notice which the Customer is to provide to Denovo upon the occurrence of a Disaster requesting access to and use the Service set forth herein of this Statement of Work. Any verbal declaration must be followed by written or email notice within twenty four (24) hours of the Disaster Declaration Notice.

q. ***Dispute.*** Any dispute, claim or controversy arising out of or relating to the negotiation, execution, and performance of the Agreement, including without limitation any alleged contractual, statutory, or tort claims, regardless of whether such claims are brought at law or in equity, and any dispute regarding the arbitrability of such issues as set forth in the Dispute Resolution section below.

r. ***Effective Date.*** The date the MSA, SO, SOW, OD, or CO is executed and goes into effect.

s. ***Expenses.*** Reasonable out-of-pocket expenses that Denovo incurs in connection with the Services, including, without limitation, all reasonable travel, meal, lodging, and mileage expenses.

t. ***Fees*** or ***Charges.*** Any fees or charges for the Services or products described in the Agreement.

u. ***Incident.*** An unplanned interruption or reduction in the quality of Services which is classified according to the severity levels set forth in the SO or SOW.

v. ***Infringement Claim.*** Third party claims against the Customer that any Work Product or Denovo Intellectual Property infringes a presently existing United States copyright, patent or trademark or constitutes misappropriation of unlawful disclosure or use of a third party's trade secrets under United States law.

w. ***Initial Term.*** The period from the Effective Date through the duration of the initial MSA, SO or SOW.

x. ***Late Charge.*** one- and one-half percent (1.5%) of amount due, per month.

y. ***Law.*** Any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign, or international.

z. ***Order Document ("OD").*** An agreement between Denovo and the Customer that describes the specific software and other products that Customer will license or purchase from Denovo or a third party, as well as related terms and conditions. Each Order Document, as well as any license or other agreement executed in connection therewith, is separate from any SO or SOW provided by Denovo and this Agreement.

aa. ***Patches.*** All patches, bug fixes, updates, maintenance, and service packs necessary for the function and security of the Services.

bb. ***Planned Maintenance.*** Total minutes of planned maintenance in the month.

cc. ***Quarterly Period.*** A three (3) month period with the first period beginning on the first (1st) day of the month after the Effective Date of the Service and ending on the last day of the third (3rd) month. Unless the Termination Date is less than three (3) months, subsequent periods will have a duration of three (3) months.

dd. ***Service or Services.*** Generally, all of the services Denovo agrees to provide Customer as set forth in any applicable SO, SOW, or CO.

ee. ***Service Availability.*** The various specifics of services availability including, without limitation, uptime objectives and downtime credits, as more fully described herein.

ff. ***Service Levels.*** The service levels, if any, that Denovo will adhere to as set forth in the applicable SO or SOW.

gg. ***Service Level Credits.*** Credits to the Customer account for material failure to meet Service Level Objectives.

hh. ***Service Level Objectives.*** All the service level standards as defined in the SO or SOW that pertains to the Services.

ii. **Service Order or SO** . A document that sets forth more specifically the Services, Service Levels Denovo will provide the Customer, a schedule of Fees and Charges, as well as any further terms and conditions that may apply to the Services Denovo will provide the Customer.

jj. **Statement of Work or SOW**. A statement of work that sets forth more specifically the Services, Service Levels Denovo will provide the Client, a schedule of Fees and Charges, as well as any further terms and conditions that may apply to the Services Denovo will provide the Client

kk. ***Successive Term.*** The time the MSA, SO or SOW renews for as defined herein after the Initial Term.

ll. ***Term.*** The Initial Term and all Successive Terms.

mm. ***Termination Date.*** The date on which the Agreement is terminated or expires pursuant to the terms of the Agreement.

nn. ***Trade Secrets.*** Trade secrets as defined under C.R.S. § 7-74-102, including, without limitation, various computer systems and programs, techniques, developments, improvements, inventions, and processes that are, or may be, produced in the course of the applicable Party's operations, including any other information not generally known

concerning such Party or its operations, including products, suppliers, markets, sales, internal costs, costs, margins, profits, Customer needs and lists, and the pricing information made available in the Agreement or other information acquired, disclosed, or made known to employees or agents while in the employ of such Party, which, if used or disclosed by a party other than such Party, could adversely affect such Party's business or give competitors an advantage.

oo. ***Unplanned Downtime.*** Any time the Service is unavailable as measured by an automated probe (script) that will poll the Service, but does not include any time during which the Services or any Services component are not available due to (A) A failure or degradation of performance or malfunction resulting from scripts, data, applications, equipment, infrastructure, software, penetration testing, performance testing, or monitoring agents directed, provided or performed by Customer; (B) Planned outages scheduled or announced maintenance or maintenance windows, or outages initiated by Denovo at the request or direction of Customer for maintenance, activation of configurations, backups or other purposes that require the service to be temporarily taken offline; (C) Outages occurring as a result of any actions or omissions taken by Denovo at the request or direction of Customer; (D) Outages resulting from Customer equipment, or third party equipment not within the sole control of Denovo; (E) Outages due to system administration, commands, or file transfers performed by Customer users or representatives; (F) Inability to access the Services or outages caused by Customer's conduct, including negligence or breach of Customer material obligations under the Agreement, or by other circumstances outside of Denovo's control; (G) Lack of availability or untimely response time of Customer to respond to incidents that require Customer participation for source identification and/or resolution, including meeting Customer responsibilities for any Services; or (H) Outages caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines due to Customer conduct.

pp. ***Work Product.*** Any Intellectual Property, software modifications, enhancements and/or interfaces, together with related specifications, design documents, flow charts, documentation, training manuals, reports, and other tangible work product specifically developed by Denovo for the Customer in accordance with the Agreement, but not including Denovo Intellectual Property.

3. ***Services.*** Denovo shall provide the Services to Customer as set forth in the applicable SO or SOW on the terms and conditions set forth in the Agreement. The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Customer. The Services are exclusively for the use of the Customer and any of its employees or authorized users in accordance with the terms of the Agreement and may not be used by subsidiaries or other affiliates of the Customer unless specifically permitted by the Agreement. To the extent that the Services require the provision of third-party software or support, the Services shall be subject to the terms of Denovo's agreement with such third-party provider as well as Customer's agreement with such third-party provider and Denovo shall have no liability with respect to such third-party software or support, or with respect to Customer's agreement with such third-party provider, except as otherwise specifically stated in the Agreement.

4. ***Payment.***

a. ***Fees and Expenses.*** Each SO or SOW shall set forth the Fees that are to be paid to Denovo. In addition, each SO shall set forth the Expenses (or types of Expenses to the extent the amount of such Expenses aren't known) that are to be reimbursed by Customer in accordance with Denovo's standard travel and expense policies. Customer shall deposit with Denovo an amount equal to ten percent (10%) of the applicable Fees and Expenses (or the estimated Fees and Expenses if the actual amount is not yet determined) for each SO or SOW upon execution of the applicable SO or SOW. Such amounts shall be applied towards the total Fees and Expense by reducing the final payment(s) owed by Customer by the amount of such deposit.

b. ***Invoices.*** Denovo will provide Customer with an invoice pursuant to the schedule set forth in the SO or SOW, but not less often than monthly. Each invoice shall set forth the Fees and Expenses owed to Denovo in reasonable detail, the SO or SOW reference numbers, the cost of any products that are not included in a separate Order Document and, when applicable, the number of hours spent by Denovo personnel in providing the Services during the period invoiced and any accrued Late Charges. For Services that are invoiced on a regular reoccurring basis (for example, for Services that require a monthly fee), Denovo reserves the right, in its sole discretion, to prorate the initial payment(s) in order to ensure that Customer is subsequently billed on Denovo's regular billing cycle for

such Services and to invoice such Services in advance. If invoiced items are disputed, Customer must notify Denovo within fifteen (15) City Hall Business days of invoice receipt. If notice of dispute is not received within fifteen (15) days of invoice receipt, all items therein are deemed undisputed. Payment terms for all undisputed invoices or individual invoice items are net thirty (30) days from the date of invoice unless otherwise stated in the applicable SO or SOW.

c. ***Method of Payment.*** Unless otherwise agreed to in writing by both Parties, all amounts to be paid to Denovo under the Agreement shall be paid in U.S. dollars and may be made using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated in the applicable invoice. If no such account is designated in an invoice, payment should be made to the account below:

Denovo Ventures, LLC
ACH/Wire: First Citizens Bank
ABA/Routing: 053100300
Account: 1822000629
Beneficiary FCB Customer Account Name: Denovo Ventures, LLC
For international wire instructions please contact AR@Denovo-us.com

d. ***Finance Charges.*** If Denovo does not receive payment for invoices within thirty (30) days of the invoice date, the Late Charge shall accrue. Such Late Charge will be added to the following invoice and shall be due and payable immediately upon receipt of such invoice.

e. ***Taxes.*** Except for federal, state or local income taxes solely based on the income earned by Denovo, the Customer shall be responsible for all taxes in connection with the Agreement including any sales, use, excise, value-added, services, consumption and other taxes and duties assessed on the provision of Services, products or materials by Denovo to the Customer, on Denovo's charges to the Customer under the Agreement, and on any goods or services used or consumed by either Party in connection with the provision of Services under the Agreement.

5. ***Term and Termination.***

a. ***Term.*** The Initial Term of this MSA is five (5) years following the Effective Date. This MSA will renew, automatically for successive one (1) year terms, unless a party provides written notice of non-renewal at least sixty (60) days before the end of the current Term. Such notice of non-renewal will become effective on the date an Initial Term or Successive Term expires. Notwithstanding the MSA shall not terminate while any SO, SOW, OD, or CO remains in effect.

b. ***Termination for Cause by Either Party.*** In addition to any termination rights set forth in an SO or SOW regarding termination of such SO or SOW, either Party may terminate the Agreement (and all SO's, SOW's, OD's and other agreements between Customer and Denovo) for the other Party's material breach of the Agreement after giving at least thirty (30) days prior written notice identifying specifically the basis for such notice and referring to this Section of this MSA unless the breaching Party cures such breach within such thirty (30)-day period.

c. ***Termination for Cause by Denovo***. In addition to any termination rights set forth in an SO, SOW or OD regarding termination of such SO or SOW, Denovo may terminate the Agreement and this SO or SOW (and all SO's, SOW's, OD's and other agreements between Customer and Denovo) at any time immediately upon notice to Customer if (i) an outstanding invoice remains unpaid forty-five (45) days after its applicable due date, (ii) the Customer discloses Denovo's Confidential Information in violation of the Agreement, or (iii) the Customer misuses or modifies the Work Product, Denovo Intellectual Property or other deliverables in a manner that causes the infringement of any third party's intellectual property rights.

d. ***Termination for Insolvency.*** Either Party may immediately terminate the Agreement (and all SOs, SOWs, ODs, and other agreements) in whole or in part if the other Party:

i. Makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, or ceases operating in the normal course of business.

ii. Has a receiver or trustee appointed by a court over the Party or any substantial part of the Customer's assets.

iii. Becomes insolvent or is unable to pay its debts as they become due.

iv. Authorizes, applies for or consents to the appointment of a trustee or liquidator of all or a substantial part of its assets or has proceedings seeking such an appointment commenced against it which are not terminated within ninety (90) days of such commencement.

v. Has any substantial part of its property subjected to any levy, seizure, assignment, or sale for, or by any creditor or governmental agency without said levy, seizure, assignment or sale being lifted, released, reversed or satisfied within ten (10) days.

vi. Files a voluntary petition under any chapters of the United States Bankruptcy Code or any other insolvency law or an involuntary proceeding has been commenced by any Party against the Party under any one of the chapters of the United States Bankruptcy Code or any other insolvency law and (A) the proceeding has been pending for at least sixty (60) days; or (B) the Party has consented, either expressly or by operation of law, to the entry of an order for relief; or (C) the Party has been decreed or adjudged a debtor or equivalent.

e. ***Suspension***. In the event that the Customer violates any material provision of the Agreement, Denovo may suspend any or all of the Services in addition to any other rights Denovo may have under the Agreement. Denovo will use reasonable efforts to restore the suspended Services promptly after Denovo determines, in its reasonable discretion, that the issues have been resolved or the situation has been cured.

6. ***Employment Matters.***

(a) ***Denovo Staffing.*** Denovo shall assign personnel to the Customer account that possess the training, education, expertise, and skill levels appropriate for the Services to be provided by such personnel. Denovo reserves the right to determine which of its personnel shall be assigned to perform Services, however, any proposed assignment or reassignment of key personal shall be subject to the City of Costa Mesa's written approval prior to the staffing change. Denovo shall provide the City with reasonable notice in advance of any reassignment or replacement of key personnel Subject to scheduling and staffing considerations, Denovo shall use good faith efforts to honor the Customer's request for re-assignment or modifications to assigned personnel, or lawful objection to specific individuals.

(b) ***Customer Staffing.*** Customer shall assign personnel to the performance of Customer responsibilities that possess the appropriate training, education, expertise, and skill levels to perform such Customer responsibilities. Customer reserves the right to determine which of its personnel shall be assigned to perform Customer responsibilities, and to replace or reassign such personnel during the Term; provided that, the Customer shall ensure that the performance by such personnel of Customer responsibilities does not adversely affect the ability of Denovo to perform its obligations under the Agreement.

a. ***Non-solicitation***. Neither Denovo nor the Customer shall solicit for employment, offer employment to, employ or hire as an independent contractor the other Party's employees, agents, or subcontractors during the Term of the Agreement and for a period of twelve (12) months following expiration or termination of the Agreement except as may be agreed to in writing by both Parties. The Parties acknowledge that the damages caused by a breach of this Section would be difficult to ascertain. Therefore, if either Party violates the foregoing restriction, as the breaching Party's sole obligation and the non-breaching Party's sole and exclusive remedy, the breaching Party will pay the non-breaching Party two (2) times the solicited employee's current annual salary.

b. ***Independent Contractor.*** Denovo shall provide Services to Customer as an independent contractor, and nothing contained herein shall be construed to create a relationship of employer-employee or principal-agent between Denovo and Customer. Neither Party is, nor shall represent itself to be, an agent, partner, fiduciary, joint venture, co-owner or representative of the other.

7. ***Assignment and Subcontracting.***

a. Neither Party shall assign or subcontract any portion of the Agreement without the express and prior written consent of the other Party. Notwithstanding the foregoing, in the event of a merger, acquisition, or sale of substantially all its assets, or reorganization, Denovo may assign the Agreement or any portion thereof to a successor-in-interest or any affiliate of Denovo that has the ability to perform the assigned obligations and has agreed to do so in writing.

(a) Notwithstanding Section 7(a), Denovo may subcontract any of its duties under the Agreement, including, without limitation, any SO, SOW or portion thereof, to a subcontractor in the ordinary course of business; provided, however, Denovo will remain liable to the extent provided herein for its performance under the Agreement.

8. ***Confidentiality.***

a. ***General.*** To the extent that either Party comes into possession of any Confidential Information of the other Party in connection with the Agreement or otherwise, such Party may use the Confidential Information of the other Party solely for the purposes of the Agreement and shall not disclose such Confidential Information to any third party without the prior written consent of the other Party.

b. ***Exclusions.*** Notwithstanding any provision herein to the contrary, Confidential Information shall not include information that (i) is or becomes publicly available (other than by breach of the Agreement), (ii) was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party reasonably believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party, (iii) is developed by the receiving Party independent of and without reference to any Confidential Information of the disclosing Party, or was known by the receiving Party prior to any disclosure of such information made by the disclosing Party, in each case as evidenced by the receiving Party's written records, or (iv) is disclosed with the written consent of the owner of the Confidential Information.

c. ***Protection.*** Each Party shall maintain the confidentiality of the Confidential Information of the other Party using at least the same degree of care as it employs in maintaining the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

d. ***Remedies.*** If a Party discloses or uses (or threatens to use or disclose) any Confidential Information of the other Party in breach of the confidentiality protections under the Agreement, the other Party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, as the Parties acknowledge that any other available remedies may be inadequate.

e. ***Compelled Disclosure.*** Notwithstanding the above, the receiving Party shall not be in violation of this confidentiality obligation with regard to a disclosure that was in response to a valid order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards, provided that the receiving Party provides the disclosing Party with reasonable prior written notice of such disclosure in order to permit the disclosing Party to seek confidential treatment of such information.

(a) ***Trade Secrets.*** Denovo employs Trade Secrets that contain privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Denovo. Because it would cause irreparable harm to Denovo if any of its Trade Secrets were known to its competitors, to the extent that Customer learns any of Denovo's Trade Secrets, Customer shall not disclose or use such Trade Secrets in its own business or for the benefit of any party other than Denovo. In the event that the Customer is a public entity and awards a contract to Denovo, the Customer shall have the restricted right to disclose the entire contract dollar amount, however this disclosure shall not include itemized data or any Trade Secrets.

9. ***Ownership of Intellectual Property.***

a. ***Denovo Ownership.***

i. Denovo shall retain all right, title and interest in and to Denovo Intellectual Property.

ii. All rights, title and interest in Work Product shall vest in Denovo unless otherwise expressly provided in the applicable SO or SOW. Upon Customer's payment of all fees set forth in the applicable SO or SOW, Denovo shall grant to Customer a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, nonexclusive, non-sublicensable license to the Work Product resulting from the Services. Customer shall use the Work Product in a manner and for the purposes for which it was designed and in accordance with the terms of this Agreement solely for its internal business purposes.

iii. Denovo shall own the Aggregated Data. Denovo may utilize the Aggregated Data for purposes of operating Denovo's business unrelated to the provision of Services hereunder, provided that Denovo shall not reveal any Customer Confidential Information.

iv. Except for any license expressly granted in the Agreement, neither the Customer nor any third party shall acquire any right, title, or interest in or to Denovo Intellectual Property or Work Product.

b. ***Customer Ownership.*** The Customer shall retain all right, title and interest in and to the Customer Data. Customer hereby grants to Denovo limited license to use the Customer Data solely to the extent necessary for Denovo to perform the Services hereunder.

10. ***Indemnification.***

a. ***General.*** The Parties shall have the following general indemnity obligations:

i. Each Party shall indemnify, defend, and hold harmless the other and its officers, directors, members, managers, employees, subcontractors, and agents from and against any and all taxes, interest, penalties and fines imposed by any governmental agency that are such Party's responsibility hereunder.

ii. Denovo shall defend and hold harmless the Customer and its officers, directors, members, managers, employees, subcontractors, and agents from and against:

a. Infringement Claims so long as the Customer promptly notifies Denovo in writing of the Infringement Claims. Denovo shall provide such defense at its expense and will pay any costs or damages that may be finally awarded by a court of competent jurisdiction against the Customer. Denovo will not indemnify the Customer, however, if the Infringement Claim is caused by (i) the Customer's misuse or modification of the Work Product, Denovo Intellectual Property or other deliverables in a manner that causes the infringement; (ii) the Customer's use of the Work Product, Denovo Intellectual Property or other deliverables in combination with any hardware, software or information not owned or developed by Denovo; (iii) the Customer's failure to use corrections or enhancements to such Work Product, Denovo Intellectual Property or other deliverables made available by Denovo, (iv) the Customer's distribution, marketing or use for the benefit of third parties of such Work Product, Denovo Intellectual Property or other deliverables or (v) information, specifications, software or materials provided by the Customer or a third party. If any Work Product is, or in Denovo's judgment is likely to become, the subject of an Infringement Claim, Denovo, at its expense and option, shall either (a) procure the right for the Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Work Product and refund to the Customer the Fees paid for such Work Product less a reasonable amount for the Customer's use of the Work Product up to the time of return. The foregoing constitutes the Customer's sole and exclusive remedy and Denovo's entire liability with respect to Infringement Claims.

b. Any and all losses arising from claims by third parties relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the gross negligence or willful

misconduct of Denovo, its personnel or agents in connection with the performance of the Services under the Agreement.

iii. Customer shall defend and hold harmless Denovo and its officers, directors, members, managers, employees, subcontractors, and agents from and against:

a. Any claims that any Customer Data or other content provided by Customer to Denovo and used by Denovo in accordance with the terms of the Agreement infringes a presently existing United States copyright, patent or trademark or constitutes misappropriation of unlawful disclosure or use of a third party's trade secrets under United States law.

b. Any and all losses arising from claims by third parties relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the gross negligence or willful misconduct of the Customer, its personnel or agents in connection with the Agreement.

b. ***Procedure.*** To receive any indemnities specified in this Section, the Party seeking indemnification must promptly notify the other Party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party shall have no obligation to indemnify the indemnified Party under any settlement made without the indemnifying Party's written consent.

11. ***Limitation of Liability; Disclaimer of Warranties.*** Unless otherwise specifically stated in an SO or SOW with respect to the Services described in, or products or software provided or licensed under, such SO or SOW, the following limitations of liability and disclaimers of warranties shall apply to the Agreement:

a. ***Limitation of Liability.*** IF DENOVO SHALL BE LIABLE TO THE CUSTOMER FOR ANY MATTER RELATING TO OR ARISING FROM THE AGREEMENT, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST DENOVO WITH RESPECT TO ANY AND ALL BREACHES, PERFORMANCE, NONPERFORMANCE, ACTS OR OMISSIONS HEREUNDER, OR ANY REASON WHATSOEVER, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER TO DENOVO UNDER THE SO or SOW PURSUANT TO WHICH DENOVO IS PERFORMING THE SERVICES OR SELLING THE PRODUCTS GIVING RISE TO SUCH BREACH.

b. ***Exclusion of Damages.*** IN NO EVENT SHALL EITHER PARTY OR ITS PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) NOR SHALL THEY BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

c. ***Limitation on Actions.*** No action, regardless of form, arising under or relating to the Agreement, may be brought by either Party more than one year after the event giving rise to the cause of action has been discovered or reasonably should have been discovered, except that an action for non-payment may be brought no later than one year following the date of the last payment due hereunder.

d. ***Subcontractor Liability.*** The exclusions and limitations of liability under the Agreement will operate to the benefit of Denovo's subcontractors under the Agreement to the same extent that such provisions operate to the benefit of Denovo. Any limitations of liability hereunder will be computed for Denovo and its subcontractors in the aggregate. Denovo's subcontractors shall be deemed third-party beneficiaries of this Section.

e. ***Disclaimer of Warranties***. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT, DENOVO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND DENOVO CANNOT AND DOES NOT GUARANTY ANY RESULT OR THE EFFECTIVENESS OF THE SERVICES, WORK PRODUCTS, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER. ANY SERVICES, WORK PRODUCT, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER ARE

PROVIDED "AS IS," AND ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT IS EXPRESSLY DISCLAIMED. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE WARRANTIES ARE NULL AND VOID IF THE SERVICES, WORK PRODUCTS, DENOVO INTELLECTUAL PROPERTY OR OTHER GOODS SOLD OR SOFTWARE LICENSED HEREUNDER HAVE BEEN MODIFIED, ALTERED, OR REPAIRED BY NON-DENOVO EMPLOYEES OR INDEPENDENT CONTRACTORS.

f. ***Third Party Agreements***. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, DENOVO SHALL HAVE NO LIABILITY TO CUSTOMER UNDER ANY LICENSE OR OTHER AGREEMENT BY AND BETWEEN THE CUSTOMER AND A THIRD PARTY, REGARDLESS OF WHETHER SUCH LICENSE OR AGREEMENT RELATES TO DENOVO'S PROVISION OF SERVICES TO CUSTOMER.

12. ***Insurance.*** Denovo shall at its own expense maintain commercial automobile liability insurance and either commercial general liability insurance or, if necessary, professional liability and Cybersecurity insurance with minimum coverage as outlined below:

a. ***Business Automobile Liability.*** Covering all vehicles that Denovo owns, hires, or leases with a limit of no less than one million dollars ($1,000,000.00) per accident/employee.

b. ***Commercial General Liability.*** Including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with a minimum limit of no less than one million dollars ($1,000,000.00) each occurrence and a minimum limit of two million dollars ($2,000,000.00) in the aggregate.

c. ***Professional Liability Insurance.*** Including Errors and Omissions coverage with a limit of no less than five million dollars ($5,000,000.00) per occurrence and in the aggregate.

d. ***Cybersecurity Insurance***. Including coverage for data breaches and loss, with coverage limits of no less than five million dollars ($5,000,000.00) per occurrence and in the aggregate.

e. Threshold may be increased in accordance with best practices, subject to mutual agreement between the Vendor and the Customer.

13. ***Dispute Resolution.***

a. ***General.*** In the event of any Dispute, one Party shall notify the other Party in writing of the Dispute in sufficient detail to put the other Party on notice of the nature of the Dispute. The Parties shall work together in good faith first to informally resolve the Dispute internally by escalating it as necessary to progressively higher levels of the administrative structure.

b. ***Mediation.*** If informal discussion fails, the Parties agree that any and all Disputes shall be submitted to the JAMS Orange County Mediation, Arbitration and ADR Services ("JAMS"), for mediation prior to commencing arbitration proceedings. Either Party may commence mediation by providing JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The mediation shall take place at the JAMS office in Denver, Colorado. The Parties shall participate in the mediation in good faith and will share the costs equally. The Parties will cooperate in the selection of a mediator from the JAMS panel of neutrals and the scheduling of the mediation proceedings. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from the date of the written request for mediation until fifteen (15) days after the conclusion of mediation. The Parties will take such action, if any, required to effectuate such tolling.

c. ***Binding Arbitration.*** If mediation fails, the parties expressly agree that any and all Disputes shall be governed under the applicable laws of the State of California. The parties hereto agree that any claim shall be resolved finally through binding arbitration before a neutral, mutually-selected arbitrator, and conducted in the County of Orange, pursuant to procedural rules of JAMS. The location of any and all arbitration proceedings shall be conducted in Orange Country, California. If the Parties are not able to expeditiously agree upon the arbitrator, an arbitrator shall be determined by striking names from a list of potential arbitrators provided by JAMS. Any and all arbitrators selected shall be independent of the Parties to the Agreement. Any questions regarding the arbitrability of a Dispute or the claims asserted therein shall be resolved by the Arbitrator. Arbitration shall be conducted expeditiously as time shall be deemed to be of the essence in determining any matters subject to arbitration. The decision or award of the arbitrator shall be final and binding upon the Parties to same extent and to the same degree as if the matter had been adjudicated by a court of competent jurisdiction. The costs and expenses of the arbitration and of the prevailing Party (including reasonable attorneys' fees) shall be paid by the non-prevailing Party.

14. ***Authority.*** Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state in which it is organized or incorporated, (ii) it has all requisite power and authority to enter into the Agreement and to perform its obligations hereunder, and the execution of the Agreement, and (iii) it has been duly authorized to consummate the transactions contemplated in the Agreement.

15. ***Marketing.*** Denovo is allowed the nonexclusive use of the Customer's name, logo, trademarks, and service marks on Denovo's sales and marketing materials for presentation to current and prospective customers. Upon the Customer's request, Denovo will provide the Customer a copy of any such marketing materials in which the Customer is referenced. Notwithstanding the foregoing, Denovo will request written permission from Customer to use Customer's name, logo, trademarks, and service marks on Denovo's website or in media releases.

16. ***Law and Regulation.*** Each Party shall be responsible for obeying Laws applicable to its business, including, without limitation, data privacy, intellectual property, employment, and tax laws.

17. ***Change Order Process.*** A Change Order Request is the method by which either Party may communicate and eventually effectuate Changes to the Services outlined in the applicable SO or SOW. The Customer or Denovo may request Changes by initiating the Change Order process. To initiate the Change Order process, the Party requesting the Change must fill out the then-current Change Order Request form and submit it to the appropriate project leader of the other Party. The Change Order Request must at a minimum describe the requested Change in sufficient detail for Customer and Denovo to make a reasonable assessment of the request.

a. The Customer and Denovo will review the CO promptly and follow up with each other as necessary for further clarification or to discuss the impact that the Change will have on the Services, deliverables, implementation schedule, Service Levels, terms and conditions, Fees, and other provisions of the Agreement. A CO will not be effective, nor will a Change be implemented unless the CO is executed by duly authorized representatives from both Customer and Denovo.

b. Upon mutual acceptance of the CO, it becomes part of the entire Agreement between Denovo and Customer with respect to the subject matter thereof.

c. Each Party will be responsible for all costs and expenses incurred by it in participation of the CO process unless otherwise agreed in writing. The failure of either Party to insist upon strict performance of the CO process for every Change shall not constitute a waiver of its rights as set forth in the Agreement, at law or equity.

17. ***Miscellaneous.***

a. ***Modification.*** The Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to the Agreement which specifically states that it amends the Agreement.

b. ***Waiver.*** The failure of either Party to insist upon strict performance of any of the provisions contained in the Agreement shall not constitute a waiver of its rights as set forth in the Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party.

c. ***Survival.*** The provisions of Sections 1, 2, 4, 6(c), 8, 9, 10, 11, 13, 15, and 17 shall survive, notwithstanding the termination or invalidity of the Agreement for any reason.

d. ***Entire Agreement.*** The Agreement, including, without limitation, any addenda, exhibits, attachments, supplements, SOs, SOWs, Change Orders and schedules, constitutes the entire agreement between Denovo and the Customer with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the Agreement.

e. ***Force Majeure.*** Except for payment of money, neither Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts, or omissions of the other Party or third parties, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

f. ***Notices.*** Wherever under the Agreement one Party is required or permitted to give notice to the other Party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier, sent by certified mail (return receipt requested), or sent by email. Any such notice shall be deemed given when actually received and shall be addressed as follows:

If to Customer:	**If to Denovo:**
Attention: _____ Email: _____	Attention: Legal Department Email: legal-notices@denovo-us.com Denovo Ventures, LLC. 371 Centennial Parkway Suite 220 Louisville, CO 80027 **With a copy to:** Attention: Andrew Roberts Email: andrew@sloanandroberts.com Sloan & Roberts, PLLC 5151 Belt Line Road, Suite 1050 Dallas, Texas 75254-6738 Phone: 214-987-6070 Fax: 214-987-6071

Either Party may change its address for notices upon giving written notice of the change to the other Party in the manner provided above.

g. ***No Third-Party Beneficiaries.*** Nothing contained in the Agreement is intended to confer upon any person (other than the Parties hereto, the indemnified parties specifically identified in Section 10, and any subcontractors expressly mentioned elsewhere in the Agreement) any rights, benefits or remedies of any kind or character whatsoever, and, except as otherwise specifically stated herein, no person shall be deemed a third-party beneficiary under or by reason of the Agreement.

h. ***Counterparts.*** The Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. A facsimile or other electronic copy of a signature on the Agreement shall be acceptable as and deemed to be an original signature.

i. ***Severability.*** If any term or condition of the Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of the Agreement are declared severable.

(a) ***Governing Law; Jurisdiction.*** The Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado (without giving effect to the choice of law principles thereof). To the extent any claim or dispute is not required to be submitted to binding arbitration under the terms of the Agreement, each Party hereby irrevocably consents and waives any objection to the personal jurisdiction and venue of the state and federal courts for the City and County of Denver, Colorado.

j. ***Legal Representation and Construction of Agreement***. The Parties acknowledge that the Agreement was prepared by counsel for Denovo. The Parties have had the opportunity to retain their own independent legal and financial counsel with respect to the negotiation of the Agreement. They have independently, separately, and freely negotiated each and every provision of the Agreement as if all Parties drafted it, and therefore, waive any statutory or common-law presumption that would serve to have this document construed in favor of, or against, any Party.

IN WITNESS WHEREOF, Denovo and Customer have executed this Master Services Agreement as of the date set forth above.

City of Costa Mesa, CA

By: _____

Name: _____

Title: _____

Date: _____

DENOVO VENTURES, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Costa Mesa, CA

By: _____

Name: _____

Title: _____

Date: _____

City of Costa Mesa, CA

By: _____

Name: _____

Title: _____

Date: _____

City of Costa Mesa, CA

By: _____

Name: _____

Title: _____

Date: _____

Denovo

ORDERING DOCUMENT 001 ATTACHMENT 2

Customer Name:	City of Costa Mesa	**Customer Contact:**	Cathleen Serrano
Customer Location:	77 Fair Drive Costa Mesa, CA 92626	**Phone Number:**	714-754-5062
		Email Address:	cathleen.serrano@costamesaca.gov

Oracle License Agreement Name:	US-CSA-CPQ-3385251

This Ordering Document (this "*Ordering Document*"), dated as of the 5th day of August 2025 ("*Effective Date*"), is by and between **DENOVO VENTURES, LLC**, a Colorado limited liability company ("*Denovo*"), and City of Costa Mesa, a municipal corporation ("City") (the "*Customer*") (each a "*Party*" and together the "*Parties*").

RECITAL

Denovo is an authorized reseller or distributor of certain products and services made available by Oracle America, Inc. ("*Oracle*"), and has been authorized by Oracle to sell and/or sublicense the hardware, program licenses and/or technical support services described in this Ordering Document to Customer. Customer desires to contract with, purchase and/or sublicense from Denovo such products, licenses and/or services, pursuant to the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Ordering Document agree as follows:

1. ***Description of Products, Licenses and Services; Applicable Fees***. The Customer has ordered the hardware, program licenses and/or 60 months of technical support services set forth below pursuant to the terms of the **Public Sector Agreement for Oracle Cloud Services** US-CSA-CPQ-3385251 executed simultaneously herewith (the "***Oracle Terms***"), and this Ordering Document. The Customer shall deliver to Denovo the Oracle Terms at the time of execution of this Ordering Document, and thereafter fully comply with the Oracle Terms. By placing this order, the Customer confirms that it has entered into and agreed to the Oracle Terms with Oracle. Software items listed on this Ordering Document, excluding operating system, integrated software, and integrated software options are considered "programs" as defined in the Oracle Terms. All programs, hardware, products and services ordering under this Ordering Document are subject to the terms set forth in the Oracle Terms and in all related Oracle documents. All fees on this Ordering Document are denominated in US Dollars.

The Initial Term of this SaaS Subscription is **Sixty (60) months** following the Effective Date.

The table below summarizes the portfolio of software modules and user licenses included in this Ordering Document. A list of the Oracle modules, users and annual fee is summarized in the table below:

Table I. New Cloud Software as a Service (SaaS) Subscription

Product	Oracle Software	Users	Contract Term (Months)	Net License Fee per Year Years 1-5
B91079	Oracle Fusion Enterprise Resource Planning Cloud Service – Hosted Named User	25	60	$34,741.51
B91080	Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service – Hosted Named User	700	60	$31,128.40
B91082	Oracle Fusion Procurement Cloud Service – Hosted Named User	25	60	$34,741.51
B91083	Oracle Fusion Procurement for Self Service Cloud Service – Hosted Named User	100	60	$1,778.77
B91057	Oracle Fusion Supply Chain Execution Cloud Service – Hosted Named User	10	60	$7,782.10
B73948	Oracle Fusion Document Recognition Cloud Service – Hosted 1,000 Records	10	60	$1,334.07
B85800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee	1000	60	$33,351.85
B87388	Oracle Fusion Human Resources Help Desk Cloud Service – Hosted Employee	1000	60	$8,893.83

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Product	Oracle Software	Users	Contract Term (Months)	Net License Fee per Year Years 1-5
B95499	Oracle Fusion HCM Communicate Cloud Service – Hosted Employee	1000	60	$4,446.91
B95573	Oracle Fusion Touchpoints Cloud Service – Hosted Named User	700	60	$3,112.84
B86334	Oracle Fusion Payroll Cloud Service for United States – Hosted Employee	1000	60	$15,564.20
B75365	Oracle Fusion Time and Labor Cloud Service – Hosted Named User	700	60	$4,669.26
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service – Test Environment	1	60	$13,896.61
B91074	Oracle Enterprise Performance Management Enterprise Cloud Services – Hosted Named User	25	60	$84,221.85
B91077	Oracle Additional Application for Oracle Enterprise Performance Management Enterprise Cloud Service – Hosted Environment	6	60	$0.00
B91110	Oracle Integration Cloud Service for Oracle SaaS Enterprise 1 Million Messages	2	60	$5,336.30
			Total Annual Fee	**$285,000.00**
			Total Cost of Contract Years 1-5	**$ 1,425,000.00**

Table II. Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) Cloud Services

Pay As You Go (PAYG)					
Cloud Services	**Data Center Region**	**Credit Period**	**Credit Quantity**	**Term**	**Total Credit Value**
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	PAYG	0		0.00
				Subtotal	0.00

For purposes of this order, B88206 – Oracle PaaS and IaaS Universal Credits specified in the tables above is not eligible for any part numbers (SKUs) specified in the rate card of this order below or seen in the Cloud Portal.

Rate Card Pricing for IaaS/PaaS Public Cloud Services
B88206 - Oracle PaaS and IaaS Universal Credits
Cloud Service Category Discounts

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Rate Card Pricing for IaaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and IaaS Universal Credits

Cloud Service Category Discounts

Cloud Service Category	Discount %
Management Cloud Service	0
Big Data Cloud Service	0
Application Development Cloud Service	0
Content Management Cloud Service	0
RED	0
Analytics Cloud Service	0
Storage Cloud Service	0
Security and Identity Management Cloud Service	0
Enterprise Integration Cloud Service	0
Data Integration Cloud Service	0
Network Cloud Service	0
Compute Cloud Service	0
Data Management Cloud Service	0
Oracle GPU Cloud Services	0
Not Discount Eligible	0

Usage Item Description	Metric
Management Cloud Service	
B108764 - Oracle Cloud Infrastructure-Vulnerability Detection and Patching	Host CPU Core Per Hour
B108765 - Oracle Cloud Infrastructure-Vulnerability Detection and Patching BYOL	Host CPU Core Per Hour
B108773 - Oracle Cloud Infrastructure-SQL Performance Watch External DB	Host CPU Core Per Month
B109358 - Oracle Cloud Infrastructure-MySQL Database-Oracle Ops Insights for MySQL HeatWave	OCPU Per Hour
B109359 - Oracle Cloud Infrastructure-MySQL Database-Oracle Ops Insights for MySQL HeatWave	ECPU Per Hour
B110475 - Oracle-Cloud Infrastructure-Fleet Application Management Service	1 Managed Resource Per Month 0 - 25 1 Managed Resource Per Month 25 - 999999999999999
B110986 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Stack Monitoring-Enterprise Edition for GPU Infrastructure	GPU Monitoring Unit Per Hour
B92809 - Oracle Cloud Infrastructure Logging Analytics-Archival Storage	Logging Analytics Storage Unit Per Hour
B92888 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	OCPU Per Hour

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Usage Item Description	Metric
B92889 - Oracle Cloud Infrastructure Ops Insights for Oracle Cloud Databases	OCPU Per Hour
B92890 - Oracle Cloud Infrastructure Ops Insights for External Oracle Databases and Host	Host CPU Core Per Hour
B92940 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data-Free	1,000 Events Per Hour
B92941 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data	100,000 Events Per Hour
B92942 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Synthetic Usage	10 Monitor Runs Per Hour
B93082 - Oracle Cloud Infrastructure-Database Management-External DB BYOL	Host CPU Core Per Hour
B93083 - Oracle Cloud Infrastructure-Database Management-External DB	Host CPU Core Per Hour
B93426 - Oracle Cloud Infrastructure-Database Management-Cloud Databases	OCPU Per Hour
B93705 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Extract	Gigabyte Per Month
B93706 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Instance	OCPU Per Hour
B95634 - Oracle Cloud Infrastructure Logging Analytics-Active Storage	Logging Analytics Storage Unit Per Month 0 - 35 Logging Analytics Storage Unit Per Month 35 - 103 Logging Analytics Storage Unit Per Month 103 - 999999999999999
B96199 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	ECPU Per Hour
B96200 - Oracle Cloud Infrastructure Database Management for Oracle Cloud Databases	ECPU Per Hour
B96629 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Synthetic Usage-Free	10 Monitor Runs Per Hour
B97140 - Oracle Cloud Infrastructure Ops Insights for Oracle Cloud Databases	ECPU Per Hour
B99259 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Stack Monitoring-Enterprise Edition	10 Monitored Resources Per Hour
Big Data Cloud Service	
B108080 - Oracle Cloud Infrastructure Generative AI-Large Meta	10,000 Transactions
B108085 - Oracle Cloud Infrastructure Generative AI-Large Meta-Dedicated	AI Unit Per Hour
B108711 - Oracle Cloud Infrastructure-Language-Dedicated Inferencing-Healthcare	Inferencing Unit Hour

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Usage Item Description	Metric
B110461 - Oracle Cloud Infrastructure Generative AI Agents-Retrieval-Augmented Generation (RAG)	10,000 Transactions
B110462 - Oracle Cloud Infrastructure Generative AI Agents-Knowledge Base Storage	Gigabyte Storage Per Hour
B110463 - Oracle Cloud Infrastructure Generative AI Agents-Data Ingestion	10,000 Transactions
B110517 - Oracle Cloud Infrastructure Generative AI-Meta Llama 3.1 405B	10,000 transactions
B110617 - Oracle Cloud Infrastructure-Vision-Stored Video Analysis	Processed Video Minute 0 - 1000 Processed Video Minute 1000 - 999999999999999
B110679 - Oracle Cloud Infrastructure Generative AI-Meta Llama 3.2 90B Vision	10,000 Transactions
B93423 - Oracle Cloud AI Services-Language-Pre-trained Inferencing	1,000 Transactions 0 - 5 1,000 Transactions 5 - 999999999999999
B93555 - Oracle Big Data Service	OCPU Per Hour
B94282 - Oracle Cloud Infrastructure-Data Labeling	Annotated Data Record 0 - 1000 Annotated Data Record 1000 - 999999999999999
B94896 - Oracle Cloud Infrastructure-Speech	Transcription Hour 0 - 5 Transcription Hour 5 - 999999999999999
B94973 - Oracle Cloud Infrastructure-Vision-Image Analysis	1,000 Transactions 0 - 5 1,000 Transactions 5 - 999999999999999
B94974 - Oracle Cloud Infrastructure-Vision-OCR	1,000 Transactions 0 - 5 1,000 Transactions 5 - 999999999999999
B94977 - Oracle Cloud Infrastructure-Vision-Custom Training	Training Hour 0 - 15 Training Hour 15 - 999999999999999
B95917 - Oracle Cloud Infrastructure-Language-Custom Inferencing	1000 Transactions
B95918 - Oracle Cloud Infrastructure-Language-Custom Inferencing-Dedicated	Inferencing Unit Hour 0 - 15 Inferencing Unit Hour 15 - 999999999999999
B95919 - Oracle Cloud Infrastructure-Language-Custom Training	Training Hour 0 - 15 Training Hour 15 - 999999999999999
B95920 - Oracle Cloud Infrastructure-Language-Text Translation	1000 Transactions 0 - 1 1000 Transactions 1 - 999999999999999
B96110 - Oracle Cloud Infrastructure-Document Understanding-OCR	1,000 Transactions 0 - 5 1,000 Transactions 5 - 999999999999999

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Usage Item Description	Metric
B96111 - Oracle Cloud Infrastructure-Document Understanding-Document Properties	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B96112 - Oracle Cloud Infrastructure-Document Understanding-Document Extraction	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B96113 - Oracle Cloud Infrastructure-Document Understanding-Custom Training	
	Training Hour 0 - 15
	Training Hour 15 - 999999999999999
B97193 - Oracle Cloud Infrastructure-Document Understanding-Custom Document Properties	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
B97194 - Oracle Cloud Infrastructure-Document Understanding-Custom Document Extraction	
	1,000 Transactions 0 - 5
	1,000 Transactions 5 - 999999999999999
Application Development Cloud Service	
B108130 - Oracle Backend for Spring Boot and Microservices-Standard Edition-Marketplace	
	Each
B109545 - Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure	
	OCPU Per Hour
B109565 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Digital Assets	
	OCPU Per Hour
B88287 - Oracle Java Cloud Service-Enterprise	
	OCPU Per Hour
B88288 - Oracle Java Cloud Service-Standard	
	OCPU Per Hour
B88289 - Oracle Java Cloud Service-High Performance	
	OCPU Per Hour
B88399 - Oracle Java Cloud Service-Enterprise-BYOL	
	OCPU Per Hour
B88400 - Oracle Java Cloud Service-High Performance-BYOL	
	OCPU Per Hour
B88844 - Oracle Java Cloud Service-Standard-BYOL	
	OCPU Per Hour
B89646 - Oracle Visual Builder	
	OCPU Per Hour
B90203 - Oracle Visual Builder Studio-Additional Storage	
	Gigabyte Storage Capacity Per Month
B90260 - Oracle Digital Assistant Cloud Service	
	Request
B90304 - Oracle Mobile Hub Cloud Service	
	Request
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	
	OCPU Per Hour
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure	

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Usage Item Description	Metric
	OCPU Per Hour
B92302 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Standard	
	OCPU Per Hour
B92303 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise	
	OCPU Per Hour
B92304 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Storage	
	Terabyte Storage Capacity Per Month
B92305 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise-BYOL	
	OCPU Per Hour
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	
	OCPU Per Hour
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	
	OCPU Per Hour
B96582 - Oracle Tuxedo for Oracle Cloud Infrastructure	
	OCPU Per Hour
B96583 - Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure	
	OCPU Per Hour
B96584 - Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure	
	OCPU Per Hour
Content Management Cloud Service	
B108776 - WebCenter Imaging For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108777 - WebCenter Enterprise Capture For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108778 - WebCenter Enterprise Capture Standard Edition For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108779 - WebCenter Sites For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108780 - WebCenter Sites Satellite Server For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108781 - WebCenter Portal For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108782 - WebCenter Forms Recognition For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108783 - WebCenter Content For Oracle Cloud Infrastructure	
	OCPU Per Hour
B108784 - WebCenter Universal Content Management For Oracle Cloud Infrastructure	
	OCPU Per Hour
B95279 - Media Services-Media Flow-Standard-H264-SD-Below 30fps	
	Minute of Output Media Content
B95280 - Media Services-Media Flow-Standard-H264-SD-Above 30fps and Below 60fps	
	Minute of Output Media Content
B95281 - Media Services-Media Flow-Standard-H264-SD-Above 60fps and Below 120fps	
	Minute of Output Media Content

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Usage Item Description	Metric
B95282 - Media Services-Media Flow-Standard-H264-HD-Below 30fps	Minute of Output Media Content
B95283 - Media Services-Media Flow-Standard-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95284 - Media Services-Media Flow-Standard-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95285 - Media Services-Media Flow-Standard-H264-4k-Below 30fps	Minute of Output Media Content
B95286 - Media Services-Media Flow-Standard-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95287 - Media Services-Media Flow-Standard-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95288 - Media Services-Media Flow-Standard-VP8-SD-Below 30fps	Minute of Output Media Content
B95289 - Media Services-Media Flow-Standard-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95290 - Media Services-Media Flow-Standard-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95291 - Media Services-Media Flow-Standard-VP8-HD-Below 30fps	Minute of Output Media Content
B95292 - Media Services-Media Flow-Standard-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95293 - Media Services-Media Flow-Standard-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95294 - Media Services-Media Flow-Standard-VP8-4k-Below 30fps	Minute of Output Media Content
B95295 - Media Services-Media Flow-Standard-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95296 - Media Services-Media Flow-Standard-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95297 - Media Services-Media Flow-Standard-H265VP9-SD-Below 30fps	Minute of Output Media Content
B95298 - Media Services-Media Flow-Standard-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95299 - Media Services-Media Flow-Standard-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95300 - Media Services-Media Flow-Standard-H265VP9-HD-Below 30fps	Minute of Output Media Content
B95301 - Media Services-Media Flow-Standard-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95302 - Media Services-Media Flow-Standard-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95303 - Media Services-Media Flow-Standard-H265VP9-4k-Below 30fps	Minute of Output Media Content

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Usage Item Description	Metric
B95304 - Media Services-Media Flow-Standard-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95305 - Media Services-Media Flow-Standard-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95306 - Media Services-Media Flow-Speed-H264-SD-Below 30fps	Minute of Output Media Content
B95307 - Media Services-Media Flow-Speed-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95308 - Media Services-Media Flow-Speed-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95309 - Media Services-Media Flow-Speed-H264-HD-Below 30fps	Minute of Output Media Content
B95310 - Media Services-Media Flow-Speed-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95311 - Media Services-Media Flow-Speed-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95312 - Media Services-Media Flow-Speed-H264-4k-Below 30fps	Minute of Output Media Content
B95313 - Media Services-Media Flow-Speed-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95314 - Media Services-Media Flow-Speed-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95315 - Media Services-Media Flow-Speed-VP8-SD-Below 30fps	Minute of Output Media Content
B95316 - Media Services-Media Flow-Speed-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95317 - Media Services-Media Flow-Speed-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95318 - Media Services-Media Flow-Speed-VP8-HD-Below 30fps	Minute of Output Media Content
B95319 - Media Services-Media Flow-Speed-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95320 - Media Services-Media Flow-Speed-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95321 - Media Services-Media Flow-Speed-VP8-4k-Below 30fps	Minute of Output Media Content
B95322 - Media Services-Media Flow-Speed-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95323 - Media Services-Media Flow-Speed-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95324 - Media Services-Media Flow-Speed-H265VP9-SD-Below 30fps	Minute of Output Media Content
B95325 - Media Services-Media Flow-Speed-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95326 - Media Services-Media Flow-Speed-H265VP9-SD-Above 60fps and Below 120fps	

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Usage Item Description	Metric
B95327 - Media Services-Media Flow-Speed-H265VP9-HD-Below 30fps	Minute of Output Media Content
B95328 - Media Services-Media Flow-Speed-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95329 - Media Services-Media Flow-Speed-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95330 - Media Services-Media Flow-Speed-H265VP9-4k-Below 30fps	Minute of Output Media Content
B95331 - Media Services-Media Flow-Speed-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95332 - Media Services-Media Flow-Speed-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95333 - Media Services-Media Flow-Quality-H264-SD-Below 30fps	Minute of Output Media Content
B95334 - Media Services-Media Flow-Quality-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95335 - Media Services-Media Flow-Quality-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95336 - Media Services-Media Flow-Quality-H264-HD-Below 30fps	Minute of Output Media Content
B95337 - Media Services-Media Flow-Quality-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95338 - Media Services-Media Flow-Quality-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95339 - Media Services-Media Flow-Quality-H264-4k-Below 30fps	Minute of Output Media Content
B95340 - Media Services-Media Flow-Quality-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95341 - Media Services-Media Flow-Quality-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95342 - Media Services-Media Flow-Quality-VP8-SD-Below 30fps	Minute of Output Media Content
B95343 - Media Services-Media Flow-Quality-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95344 - Media Services-Media Flow-Quality-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95345 - Media Services-Media Flow-Quality-VP8-HD-Below 30fps	Minute of Output Media Content
B95346 - Media Services-Media Flow-Quality-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95347 - Media Services-Media Flow-Quality-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95348 - Media Services-Media Flow-Quality-VP8-4k-Below 30fps	Minute of Output Media Content
B95349 - Media Services-Media Flow-Quality-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content

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Usage Item Description	Metric
B95350 - Media Services-Media Flow-Quality-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95351 - Media Services-Media Flow-Quality-H265VP9-SD-Below 30fps	Minute of Output Media Content
B95352 - Media Services-Media Flow-Quality-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content
B95353 - Media Services-Media Flow-Quality-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content
B95354 - Media Services-Media Flow-Quality-H265VP9-HD-Below 30fps	Minute of Output Media Content
B95355 - Media Services-Media Flow-Quality-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content
B95356 - Media Services-Media Flow-Quality-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content
B95357 - Media Services-Media Flow-Quality-H265VP9-4k-Below 30fps	Minute of Output Media Content
B95358 - Media Services-Media Flow-Quality-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content
B95359 - Media Services-Media Flow-Quality-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content
B95375 - Media Services-Media Streams	GB of Packaged Content
RED	
B109492 - Roving Edge Device-RED.2 Compute	Resource Possession Per Day
B109493 - Roving Edge Device-RED.2 GPU	Resource Possession Per Day
B109494 - Roving Edge Device-RED.2.STG Storage	Resource Possession Per Day
B109496 - Roving Edge Device-RED.2 Ruggedized Case	Resource Possession Per Day
Analytics Cloud Service	
B89630 - Oracle Analytics Cloud-Professional	OCPU Per Hour
B89631 - Oracle Analytics Cloud-Enterprise	OCPU Per Hour
B89636 - Oracle Analytics Cloud-Professional-BYOL	OCPU Per Hour
B89637 - Oracle Analytics Cloud-Enterprise-BYOL	OCPU Per Hour
B92335 - Essbase for Oracle Cloud Infrastructure	OCPU Per Hour
B92682 - Oracle Analytics-Professional	User Per Month
B92683 - Oracle Analytics-Enterprise	User Per Month

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Usage Item Description	Metric
B94568 - Oracle Analytics Server for Oracle Cloud Infrastructure	OCPU Per Hour
Storage Cloud Service	
B109546 - Oracle Cloud Infrastructure File Storage Service-High Performance Mount Target	Performance Units Per Gigabyte Per Month
B89057 - Oracle Cloud Infrastructure-File Storage	Gigabyte Storage Capacity per Month
B90938 - Oracle Cloud Infrastructure-Streaming-PUT or GET	Gigabytes of Data Transferred
B90939 - Oracle Cloud Infrastructure-Streaming-Storage	Gigabyte Per Hour
B91445 - Oracle Cloud Infrastructure-Block Volume-Free	Gigabyte Storage Capacity per Month
B91627 - Oracle Cloud Infrastructure-Object Storage-Requests	10,000 Requests per Month 0 - 5 10,000 Requests per Month 5 - 999999999
B91628 - Oracle Cloud Infrastructure-Object Storage-Storage	Gigabyte Storage Capacity per Month 0 - 10 Gigabyte Storage Capacity per Month 10 - 999999999
B91633 - Oracle Cloud Infrastructure-Archive Storage-Free	Gigabyte Storage Capacity per Month 0 - 10 Gigabyte Storage Capacity per Month 10 - 999999999
B91961 - Oracle Cloud Infrastructure-Block Volume Storage	Gigabyte Storage Capacity Per Month
B91962 - Oracle Cloud Infrastructure-Block Volume Performance	Performance Units Per Gigabyte Per Month
B93000 - Oracle Cloud Infrastructure-Infrequent Access Storage-Storage	Gigabyte Storage Capacity Per Month 0 - 10 Gigabyte Storage Capacity Per Month 10 - 999999999999999
B93001 - Oracle Cloud Infrastructure-Data Retrieval-Storage	Gigabyte Storage Retrieved Per Month 0 - 10 Gigabyte Storage Retrieved Per Month 10 - 999999999999999
B95410 - Oracle ZFS Storage-High Availability	Instance Per Hour
Security and Identity Management Cloud Service	
B108188 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Standard	Node Per Hour
B108189 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Limited	Node Per Hour
B108190 - Oracle Cloud Guard Instance Security Adhoc Queries Enterprise	Request 0 - 950000 Request 950000 - 999999999999999
B90328 - Oracle Cloud Infrastructure-Key Management-Private Vault	Virtual Private Vault Per Hour
B90555 - Oracle Identity Cloud Service-Enterprise User	

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Usage Item Description	Metric
	User Per Month
B90556 - Oracle Identity Cloud Service-Consumer User	
	User Per Month
B90557 - Oracle Identity Cloud Service-Enterprise User-BYOL	
	User Per Month
B90558 - Oracle Identity Cloud Service-Consumer User-BYOL	
	User Per Month
B90936 - Oracle Identity Foundation Cloud Service	
	Each
B92092 - Oracle Cloud Infrastructure-KMS Vault-Key Versions	
	Key Version per Month 0 - 20
	Key Version per Month 20 - 999999999
B93493 - Oracle Cloud Infrastructure Identity and Access Management-External User	
	User Per Month
B93494 - Oracle Cloud Infrastructure Identity and Access Management-Oracle Apps Premium	
	User Per Month
B93495 - Oracle Cloud Infrastructure Identity and Access Management-Premium	
	User Per Month
B93496 - Oracle Cloud Infrastructure Identity and Access Management-SMS	
	1 SMS Message Sent 0 - 1000
	1 SMS Message Sent 1000 - 999999999999999
B93497 - Oracle Cloud Infrastructure Identity and Access Management-Token	
	Token 0 - 10000
	Token 10000 - 999999999999999
B93498 - Oracle Cloud Infrastructure Identity and Access Management-Replication	
	User Per Month
B94173 - Oracle Threat Intelligence Service	
	API Calls
B94277 - Oracle Cloud Infrastructure-Web Application Firewall-Requests	
	1,000,000 Incoming Requests Per Month 0 - 10
	1,000,000 Incoming Requests Per Month 10 - 999999999999999
B94579 - Oracle Cloud Infrastructure-Web Application Firewall-Instance	
	Instance Per Month 0 - 1
	Instance Per Month 1 - 999999999999999
B97172 - Oracle Access Governance for Oracle Cloud Infrastructure-Workforce User	
	Workforce User Per Month 0 - 100000
	Workforce User Per Month 100000 - 999999999999999
B97173 - Oracle Access Governance for Oracle Workloads-Workforce User	
	Workforce User Per Month 0 - 10000
	Workforce User Per Month 10000 - 30000
	Workforce User Per Month 30000 - 999999999999999
B97179 - Oracle Access Governance Premium-Consumer User	
	Consumer User Per Month
B97180 - Oracle Access Governance for Oracle Workloads-Consumer User	
	Consumer User Per Month
B97181 - Oracle Access Governance Premium-Workforce User	

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Usage Item Description	Metric
	Workforce User Per Month 0 - 10000
	Workforce User Per Month 10000 - 30000
	Workforce User Per Month 30000 - 999999999999999
B98100 - Oracle Cloud Infrastructure-External Key Management	
	Key Version Per Month
B99597 - Oracle Cloud Infrastructure-Dedicated Key Management-(Minimum 3 HSM Partitions)	
	HSM Partition Per Hour
Enterprise Integration Cloud Service	
B109559 - Oracle Integration Cloud Service-Healthcare	
	5,000 Messages Per Hour
B89639 - Oracle Integration Cloud Service-Standard	
	5K Messages Per Hour
B89640 - Oracle Integration Cloud Service-Enterprise	
	5K Messages Per Hour
B89643 - Oracle Integration Cloud Service-Standard-BYOL	
	20K Messages Per Hour
B89644 - Oracle Integration Cloud Service-Enterprise-BYOL	
	20K Messages Per Hour
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure	
	OCPU Per Hour
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure-with B2B Adapter for EDI	
	OCPU Per Hour
B95504 - Oracle Cloud Infrastructure Process Automation-User	
	Active Process User Per Hour
B95505 - Oracle Cloud Infrastructure Process Automation-Execution Pack	
	Execution Pack Per Month 0 - 1
	Execution Pack Per Month 1 - 999999999999999
Data Integration Cloud Service	
B110500 - Oracle Cloud Infrastructure Streaming With Apache Kafka	
	OCPU Per Hour
B88299 - Oracle Data Integrator Cloud Service	
	OCPU Per Hour
B88406 - Oracle Data Integrator Cloud Service-BYOL	
	OCPU Per Hour
B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace	
	Workspace Usage per Hour
B92599 - Oracle Cloud Infrastructure-Data Integration	
	Gigabyte of Data Processed per Hour
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure	
	OCPU Per Hour
B92992 - Oracle Cloud Infrastructure-GoldenGate	
	OCPU Per Hour
B92993 - Oracle Cloud Infrastructure-GoldenGate-BYOL	
	OCPU Per Hour
B93306 - Oracle Cloud Infrastructure-Data Integration-Pipeline Operator Execution	
	Execution Hour 0 - 30
	Execution Hour 30 - 999999999999999

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Usage Item Description	Metric
Network Cloud Service	
B107975 - Oracle Cloud Infrastructure-FastConnect 400 Gbps	Port Hour
B88325 - Oracle Cloud Infrastructure-FastConnect 1 Gbps	Port Hour
B88326 - Oracle Cloud Infrastructure-FastConnect 10 Gbps	Port Hour
B88327 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in North America, Europe, and UK	Gigabyte Outbound Data Transfer Per Month 0 - 10240 Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999
B88523 - Oracle Cloud Infrastructure-Email Delivery	1,000 Emails Sent 0 - 3 1,000 Emails Sent 3 - 999999999999999
B88525 - Oracle Cloud Infrastructure-DNS	1,000,000 Queries
B90323 - Oracle Cloud Infrastructure-Health Checks-Basic	Endpoints Per Month
B90325 - Oracle Cloud Infrastructure-Health Checks-Premium	Endpoints Per Month
B90327 - Oracle Cloud Infrastructure-DNS Traffic Management	1,000,000 DNS Traffic Management Queries
B90925 - Oracle Cloud Infrastructure-Monitoring-Ingestion	Million Datapoints 0 - 500 Million Datapoints 500 - 999999999
B90926 - Oracle Cloud Infrastructure-Monitoring-Retrieval	Million Datapoints 0 - 1000 Million Datapoints 1000 - 999999999
B90940 - Oracle Cloud Infrastructure-Notifications-HTTPS Delivery	Million Delivery Operations 0 - 1 Million Delivery Operations 1 - 999999999
B90941 - Oracle Cloud Infrastructure-Notifications-Email Delivery	1,000 Emails Sent 0 - 1 1,000 Emails Sent 1 - 999999999
B92593 - Oracle Cloud Infrastructure-Logging-Storage	Gigabyte Log Storage Per Month 0 - 10 Gigabyte Log Storage Per Month 10 - 999999999
B93004 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 1	1 SMS Message Sent 0 - 100 1 SMS Message Sent 100 - 999999999999999
B93005 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 2	1 SMS Message Sent 0 - 100 1 SMS Message Sent 100 - 999999999999999
B93006 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 3	1 SMS Message Sent 0 - 100 1 SMS Message Sent 100 - 999999999999999
B93007 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 4	

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Usage Item Description	Metric
	1 SMS Message Sent 0 - 100
	1 SMS Message Sent 100 - 999999999999999
B93008 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 5	
	1 SMS Message Sent 0 - 100
	1 SMS Message Sent 100 - 999999999999999
B93030 - Oracle Cloud Infrastructure-Load Balancer Base	
	Load Balancer Hour 0 - 744
	Load Balancer Hour 744 - 999999999
B93031 - Oracle Cloud Infrastructure-Load Balancer Bandwidth	
	Mbps Per Hour 0 - 7440
	Mbps Per Hour 7440 - 999999999
B93126 - Oracle Cloud Infrastructure-FastConnect 100Gbps	
	Port Hour
B93455 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in APAC, Japan, and South America	
	Gigabyte Outbound Data Transfer Per Month 0 - 10240
	Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999
B93456 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in Middle East and Africa	
	Gigabyte Outbound Data Transfer Per Month 0 - 10240
	Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999
B95697 - Oracle Cloud Infrastructure Queue	
	1,000,000 Requests 0 - 1
	1,000,000 Requests 1 - 999999999999999
Compute Cloud Service	
B109479 - Oracle Cloud Infrastructure-Compute-GPU-L40S	
	GPU Per Hour
B109485 - Oracle Cloud Infrastructure-Compute-GPU-MI300X	
	GPU Per Hour
B109529 - Oracle Cloud Infrastructure-Compute-Standard-A2 OCPU	
	OCPU Per Hour
B109530 - Oracle Cloud Infrastructure-Compute-Standard-A2 Memory	
	Gigabyte Per Hour
B110965 - Oracle Compute Cloud@Customer-Compute-GPU.L40S	
	GPU Per Hour
B88315 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X5	
	OCPU Per Hour
B88317 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X5	
	OCPU Per Hour
B88513 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X7	
	OCPU Per Hour
B88514 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X7	
	OCPU Per Hour
B88515 - Oracle Cloud Infrastructure-Compute-Bare Metal Dense I/O-X7	
	OCPU Per Hour
B88516 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X7	

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Usage Item Description	Metric
	OCPU Per Hour
B88517 - Oracle Cloud Infrastructure-Compute-Bare Metal GPU Standard-X7	
	GPU Per Hour
B88518 - Oracle Cloud Infrastructure-Compute-Virtual Machine GPU Standard-X7	
	GPU Per Hour
B89734 - Oracle Cloud Infrastructure-Compute-GPU Standard-V2	
	GPU Per Hour
B90398 - Oracle Cloud Infrastructure-Compute-HPC-X7	
	OCPU Per Hour
B90425 - Oracle Cloud Infrastructure-Compute-Standard-E2	
	OCPU Per Hour
B90617 - Oracle Functions-Execution Time-10,000 Gigabyte Memory	
	Seconds 0 - 40
	Seconds 40 - 999999999
B90618 - Oracle Functions-Invocations	
	1,000,000 Function Invocations 0 - 2
	1,000,000 Function Invocations 2 - 999999999
B91119 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-B1	
	OCPU Per Hour
B91120 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-B1	
	OCPU Per Hour
B91372 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Enterprise	
	OCPU Per Hour
B91373 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Standard	
	OCPU Per Hour
B91444 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-E2 Micro-Free	
	OCPU Per Hour
B92072 - Oracle Cloud Infrastructure-API Gateway-1,000,000 API Calls	
	1,000,000 API Calls Per Month
B92306 - Oracle Cloud Infrastructure-Compute-Standard-E3-OCPU	
	OCPU Per Hour
B92307 - Oracle Cloud Infrastructure-Compute-Standard-E3-Memory	
	Gigabyte Per Hour
B92740 - Oracle Cloud Infrastructure-Compute-GPU-E3	
	GPU Per Hour
B93113 - Oracle Cloud Infrastructure-Compute-Standard-E4	
	OCPU Per Hour
B93114 - Oracle Cloud Infrastructure-Compute-Standard-E4-Memory	
	Gigabyte Per Hour
B93121 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	
	OCPU Per Hour
B93122 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	
	Gigabyte Memory Per Hour
B93123 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	
	NVMe Terabyte Per Hour
B93297 - Oracle Cloud Infrastructure-Compute-Standard-A1	
	OCPU Per Hour 0 - 3000
	OCPU Per Hour 3000 - 999999999999999

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Usage Item Description	Metric
B93298 - Oracle Cloud Infrastructure-Compute-Standard-A1-Memory	Gigabyte Per Hour 0 - 18000 Gigabyte Per Hour 18000 - 999999999999999
B93311 - Oracle Cloud Infrastructure-Compute-Optimized-X9	OCPU Per Hour
B93312 - Oracle Cloud Infrastructure-Compute-Optimized-X9-Memory	Gigabyte Per Hour
B93544 - Oracle Cloud Infrastructure-Compute-GPU-E4	GPU Per Hour
B93704 - Oracle Cloud Infrastructure-Compute-GPU-T1	GPU Per Hour
B94176 - Oracle Cloud Infrastructure-Compute-Standard-X9	OCPU Per Hour
B94177 - Oracle Cloud Infrastructure-Compute-Standard-X9-Memory	Gigabyte Per Hour
B95518 - Oracle Cloud Infrastructure-Secure Desktop	Desktop Per Month
B95907 - Oracle Cloud Infrastructure-Compute-GPU-A100-v2	GPU Per Hour
B95909 - Oracle Cloud Infrastructure-Compute-GPU-A10	GPU Per Hour
B96109 - Oracle Cloud Infrastructure Kubernetes Engine-Virtual Node	Virtual Node Per Hour
B96479 - Oracle Compute Cloud@Customer-Compute-Standard-E5	OCPU Per Hour
B96480 - Oracle Compute Cloud@Customer-Compute-Standard-E5-Memory	Gibibyte Memory Per Hour
B96481 - Oracle Compute Cloud@Customer-Block Volume Storage-Balanced	Gigabyte Storage Capacity Per Month
B96482 - Oracle Compute Cloud@Customer-Block Volume Storage-Performance	Gigabyte Storage Capacity Per Month
B96483 - Oracle Compute Cloud@Customer-File Storage	Gigabyte Storage Capacity Per Month
B96484 - Oracle Compute Cloud@Customer-Object Storage-Storage	Gigabyte Storage Capacity Per Month
B96485 - Oracle Compute Cloud@Customer-Load Balancer	Load Balancer Hour
B96531 - Oracle Cloud Infrastructure-Compute-HPC-E5	OCPU Per Hour
B96545 - Oracle Cloud Infrastructure Kubernetes Engine-Enhanced Cluster	Cluster Per Hour
B97384 - Oracle Cloud Infrastructure-Compute-Standard-E5-OCPU	OCPU Per Hour
B97385 - Oracle Cloud Infrastructure-Compute-Standard-E5-Memory	Gigabytes Per Hour
B98202 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 OCPU	OCPU Per Hour
B98203 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 Memory	

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Usage Item Description	Metric
B98204 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 NVMe	Gigabyte Per Hour
	NVMe Terabyte Per Hour
B98415 - Oracle Cloud Infrastructure-Compute-GPU-H100	GPU Per Hour
Data Management Cloud Service	
B107951 - Oracle Exadata Exascale VM Filesystem Storage	Gigabyte (GB) Storage Capacity Per Month
B107952 - Oracle Exadata Exascale Smart Database Storage	Gigabyte (GB) Storage Capacity Per Month
B108030 - MySQL Database-ECPU	ECPU Per Hour
B109166 - MySQL HeatWave-AWS-Storage	Gigabyte Storage Capacity Per Month
B109169 - MySQL Database-Outbound Data Transfer-Inter OCI Region	Gigabyte Outbound Data Transfer Per Month
B109187 - MySQL Database-AWS-Ingress private endpoint	Endpoint Per Hour
B109188 - MySQL Database-AWS-Egress private endpoint	Endpoint Per Hour
B109355 - Oracle Exadata Exascale RDMA Compute Infrastructure	ECPU Per Hour
B109356 - Oracle Exadata Exascale Database ECPU	ECPU Per Hour
B109357 - Oracle Exadata Exascale Database ECPU-BYOL	ECPU Per Hour
B109375 - Oracle Exadata Exascale Additional Flash Cache	Gigabyte (GB) Per Hour
B109380 - MySQL Database-ECPU-Free	ECPU Per Hour
B109381 - Oracle Cloud Infrastructure HeatWave-Free	HeatWave Capacity Per Hour
B109382 - Oracle Cloud Infrastructure HeatWave-Storage-Free	Gigabyte Storage Capacity Per Month
B109383 - MySQL Database-Storage-Free	Gigabyte Storage Capacity Per Month
B109384 - MySQL Database-Backup Storage-Free	Gigabyte Storage Capacity Per Month
B109458 - MySQL Database-AWS-Private inbound and outbound network traffic	Gigabyte (GB) of Data Transferred
B110274 - Oracle Cloud Infrastructure Full Stack Disaster Recovery Service	ECPU Per Hour
B110316 - Oracle Autonomous Database-Developer	Instance per hour
B110627 - Exadata Cloud Infrastructure-Database Server-X11M	Hosted Environment Per Hour
B110629 - Exadata Cloud Infrastructure-Storage Server-X11M	Hosted Environment Per Hour

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Usage Item Description	Metric
B110631 - Exadata Database ECPU-Dedicated Infrastructure	ECPU Per Hour
B110632 - Exadata Database ECPU-Dedicated Infrastructure-BYOL	ECPU Per Hour
B110662 - Oracle Exadata Cloud@Customer Database ECPU	ECPU Per Hour
B110663 - Oracle Exadata Cloud@Customer Database ECPU-BYOL	ECPU Per Hour
B88290 - Oracle Database Cloud Service-Enterprise Edition-General Purpose	OCPU Per Hour
B88291 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance-General Purpose	OCPU Per Hour
B88292 - Oracle Database Cloud Service-Enterprise Edition High Performance-General Purpose	OCPU Per Hour
B88293 - Oracle Database Cloud Service-Standard Edition-General Purpose	OCPU Per Hour
B88294 - Oracle Database Backup Service-Outbound Data Transfer	Gigabyte Outbound Data Transfer per Month 0 - 1 Gigabyte Outbound Data Transfer per Month 1 - 10240 Gigabyte Outbound Data Transfer per Month 10240 - 51200 Gigabyte Outbound Data Transfer per Month 51200 - 153600 Gigabyte Outbound Data Transfer per Month 153600 - 512000 Gigabyte Outbound Data Transfer per Month 512000 - 999999999
B88295 - Oracle Database Backup Service-GET and all other Requests	10000 Requests Per Month
B88296 - Oracle Database Backup Service-PUT, COPY, POST or LIST Requests	1000 Requests Per Month
B88297 - Oracle Database Backup Service-Storage Capacity	Gigabyte Storage Capacity per Month 0 - 1024 Gigabyte Storage Capacity per Month 1024 - 51200 Gigabyte Storage Capacity per Month 51200 - 512000 Gigabyte Storage Capacity per Month 512000 - 1024000 Gigabyte Storage Capacity per Month 1024000 - 5120000 Gigabyte Storage Capacity per Month 5120000 - 999999999
B88402 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance RAC-BYOL	OCPU Per Hour
B88404 - Oracle Database Cloud Service-All Editions-BYOL	OCPU Per Hour
B88592 - Exadata Database OCPU-Dedicated Infrastructure	OCPU Per Hour
B88847 - Exadata Database OCPU-Dedicated Infrastructure-BYOL	OCPU Per Hour

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Usage Item Description	Metric
B89737 - Oracle NoSQL Database Cloud Service-Write	Write Unit Per Month
B89738 - Oracle NoSQL Database Cloud Service-Read	Read Unit Per Month
B89739 - Oracle NoSQL Database Cloud Service-Storage	Gigabyte Storage Capacity Per Month
B89999 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X7	Hosted Environment Per Hour
B90000 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X7	Hosted Environment Per Hour
B90001 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X7	Hosted Environment Per Hour
B90230 - Oracle Database Backup Cloud-Object Storage	Gigabyte Storage Capacity Per Month
B90231 - Oracle Database Backup Cloud-Archive Storage	Gigabyte Storage Capacity Per Month
B90455 - Oracle Autonomous Transaction Processing-Exadata Storage	Terabyte Storage Capacity Per Month
B90569 - Oracle Base Database Service-Standard	OCPU Per Hour
B90570 - Oracle Base Database Service-Enterprise	OCPU Per Hour
B90571 - Oracle Base Database Service-High Performance	OCPU Per Hour
B90572 - Oracle Base Database Service-Extreme Performance	OCPU Per Hour
B90573 - Oracle Base Database Service-BYOL	OCPU Per Hour
B90777 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Base System	Hosted Environment Per Hour
B91121 - Oracle Cloud SQL-Compute Capacity	OCPU Per Hour
B91128 - Oracle Big Data Service-Compute-Standard	OCPU Per Hour
B91129 - Oracle Big Data Service-Compute-Dense I/O	OCPU Per Hour
B91130 - Oracle Big Data Service-Compute-HPC	OCPU Per Hour
B91391 - Oracle Autonomous Data Warehouse-Free	OCPU Per Hour
B91392 - Oracle Autonomous Data Warehouse-Exadata Storage-Free	Terabyte Storage Capacity Per Month
B91393 - Oracle Autonomous Transaction Processing-Free	OCPU Per Hour
B91394 - Oracle Autonomous Transaction Processing-Exadata Storage-Free	Terabyte Storage Capacity Per Month
B91535 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8	Hosted Environment Per Hour

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Usage Item Description	Metric
B91536 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X8	Hosted Environment Per Hour
B91537 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X8	Hosted Environment Per Hour
B91631 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service-Audit Record Collection Over 1 Million Records	10,000 Audit Records Per Target Per Month
B91632 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service	Each
B92023 - MySQL HeatWave-Standard	Node Per Hour
B92024 - MySQL Database for HeatWave-Standard	Node Per Hour
B92181 - Oracle Autonomous Transaction Processing-Dedicated	OCPU Per Hour
B92182 - Oracle Autonomous Data Warehouse-Dedicated	OCPU Per Hour
B92183 - Oracle Autonomous Transaction Processing-Dedicated-BYOL	OCPU Per Hour
B92184 - Oracle Autonomous Data Warehouse-Dedicated-BYOL	OCPU Per Hour
B92212 - Oracle Autonomous JSON Database	OCPU Per Hour
B92380 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8M	Hosted Environment Per Hour
B92381 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Database Server-X8M	Hosted Environment Per Hour
B92382 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Storage Server-X8M	Hosted Environment Per Hour
B92425 - MySQL Database-Standard-E2	OCPU Per Hour
B92426 - MySQL Database-Storage	Gigabyte Storage Capacity per Month
B92483 - MySQL Database-Backup Storage	Gigabyte Storage Capacity per Month
B92627 - Oracle NoSQL Database Cloud-Write-Free	Write Unit Per Month
B92628 - Oracle NoSQL Database Cloud-Read-Free	Read Unit Per Month
B92629 - Oracle NoSQL Database Cloud-Storage-Free	Gigabyte Storage Capacity Per Month
B92733 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	Target Database Per Month 0 - 100 Target Database Per Month 100 - 300 Target Database Per Month 300 - 500

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Usage Item Description	Metric
	Target Database Per Month 500 - 999999999999999
B92734 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	
	10,000 Audit Records Per Target Per Month
B92759 - MySQL Analytics-Bare Metal Standard-E2	
	Node Per Hour
B92807 - MySQL Database-Bare Metal Standard-E2	
	Node Per Hour
B92911 - Oracle APEX Application Development	
	OCPU Per Hour
B92962 - MySQL Database-Standard-E3	
	OCPU Per Hour
B92963 - MySQL Database-Standard-E3-Memory	
	Gigabyte Per Hour
B93199 - Oracle Cloud Infrastructure Database Migration	
	Migration Hour
B93320 - Oracle APEX Application Development-Free	
	OCPU Per Hour
B93380 - Exadata Cloud Infrastructure-Quarter Rack-X9M	
	Hosted Environment Per Hour
B93381 - Exadata Cloud Infrastructure-Database Server-X9M	
	Hosted Environment Per Hour
B93382 - Exadata Cloud Infrastructure-Storage Server-X9M	
	Hosted Environment Per Hour
B93546 - MySQL Database for HeatWave-Bare Metal Standard	
	Node Per Hour
B93709 - Oracle Cloud Infrastructure Search with OpenSearch HA	
	Node Per Hour
B93710 - Oracle NoSQL Database Cloud-Write-Auto	
	Write Unit Per Month
B93711 - Oracle NoSQL Database Cloud-Read-Auto	
	Read Unit Per Month
B93712 - Oracle NoSQL Database Cloud-Hosted Environment	
	Hosted Environment Per Month
B95240 - Oracle Database Autonomous Recovery Service	
	Virtualized GB Per Month
B95241 - Oracle Database Zero Data Loss Autonomous Recovery Service	
	Virtualized GB Per Month
B95264 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Stack Monitoring	
	Standard Edition
B95427 - MySQL Database-AWS-Storage	
	Gigabyte Storage Capacity Per Month
B95428 - MySQL Database-AWS-Backup Storage	
	Gigabyte Storage Capacity Per Month
B95435 - MySQL Database-Standard-AMD E4-Compute	
	OCPU Per Hour
B95436 - MySQL Database-Standard-AMD E4-Memory	

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Usage Item Description	Metric
	Gigabyte Per Hour
B95437 - MySQL Database-Standard-Intel X7-Compute	
	OCPU Per Hour
B95438 - MySQL Database-Standard-Intel X7-Memory	
	Gigabyte Per Hour
B95439 - MySQL Database-Standard-Intel X9-Compute	
	OCPU Per Hour
B95440 - MySQL Database-Standard-Intel X9-Memory	
	Gigabyte Per Hour
B95441 - MySQL Database-Optimized-Intel X9-Compute	
	OCPU Per Hour
B95442 - MySQL Database-Optimized-Intel X9-Memory	
	Gigabyte Per Hour
B95485 - Oracle Cloud Infrastructure Full Stack Disaster Recovery Service	
	OCPU Per Hour
B95701 - Oracle Autonomous Data Warehouse-ECPU	
	ECPU Per Hour
B95702 - Oracle Autonomous Transaction Processing-ECPU	
	ECPU Per Hour
B95703 - Oracle Autonomous Data Warehouse-ECPU-BYOL	
	ECPU Per Hour
B95704 - Oracle Autonomous Transaction Processing-ECPU-BYOL	
	ECPU Per Hour
B95706 - Oracle Autonomous Database Storage for Transaction Processing	
	Gigabyte Storage Capacity Per Month
B95708 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU	
	ECPU Per Hour
B95709 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU	
	ECPU Per Hour
B95710 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU-BYOL	
	ECPU Per Hour
B95711 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU-BYOL	
	ECPU Per Hour
B95712 - Oracle Autonomous Data Warehouse-Dedicated-ECPU	
	ECPU Per Hour
B95713 - Oracle Autonomous Transaction Processing-Dedicated-ECPU	
	ECPU Per Hour
B95714 - Oracle Autonomous Data Warehouse-Dedicated-ECPU-BYOL	
	ECPU Per Hour
B95715 - Oracle Autonomous Transaction Processing-Dedicated-ECPU-BYOL	
	ECPU Per Hour
B95754 - Oracle Autonomous Database Storage	
	Gigabyte Storage Capacity Per Month
B96157 - MySQL HeatWave-AWS	
	HeatWave Capacity Per Hour
B96158 - MySQL Database-AWS-ECPU	
	ECPU Per Hour

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Usage Item Description	Metric
B96159 - MySQL Database-AWS-Outbound Data Transfer-Inter AWS Region	Gigabyte of Data Transferred
B96160 - MySQL Database-AWS-Outbound Data Transfer-To Internet	Gigabyte of Data Transferred
B96625 - Oracle Cloud Infrastructure-HeatWave-Storage	Gigabyte Storage Capacity Per Month
B96626 - Oracle Cloud Infrastructure-HeatWave	HeatWave Capacity Per Hour
B97191 - Oracle NoSQL Database Cloud-Regional Replicated Write	Write Unit Per Month
B97197 - Oracle Base Database Service on Arm-Enterprise	OCPU Per Hour
B97198 - Oracle Base Database Service on Arm-High Performance	OCPU Per Hour
B97199 - Oracle Base Database Service on Arm-Extreme Performance	OCPU Per Hour
B97200 - Oracle Base Database Service on Arm-BYOL	OCPU Per Hour
B98217 - Oracle Cloud Infrastructure Cache with Redis-Low Memory (up to 10 GB per node)	Redis Memory Gigabyte Per Hour
B98277 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-Developer	Instance Per Hour
B98278 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-Developer	Instance Per Hour
B98279 - Oracle Autonomous Transaction Processing-Dedicated-Developer	Instance Per Hour
B98280 - Oracle Autonomous Data Warehouse-Dedicated-Developer	Instance Per Hour
B99060 - Oracle Cloud Infrastructure Database with PostgreSQL-X86	OCPU Per Hour
B99062 - Oracle Cloud Infrastructure Database Optimized Storage	Gigabyte Storage Capacity Per Month
B99591 - Oracle Cloud Infrastructure Cache with Redis-High Memory (over 10 GB per node)	Redis Memory Gigabyte Per Hour
B99593 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated	ECPU Per Hour
B99594 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated-BYOL	ECPU Per Hour
B99595 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated	ECPU Per Hour
B99596 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated-BYOL	ECPU Per Hour
B99708 - Oracle Autonomous JSON Database-ECPU	ECPU Per Hour

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Usage Item Description	Metric
B99709 - Oracle APEX Application Development-ECPU	ECPU Per Hour
Oracle GPU Cloud Services	
B110519 - Oracle Cloud Infrastructure-Compute-GPU-H200	GPU Per Hour
Not Discount Eligible	
B108077 - Oracle Cloud Infrastructure Generative AI-Large Cohere	10,000 Transactions
B108078 - Oracle Cloud Infrastructure Generative AI-Small Cohere	10,000 Transactions
B108079 - Oracle Cloud Infrastructure Generative AI-Embed Cohere	10,000 Transactions
B108082 - Oracle Cloud Infrastructure Generative AI-Large Cohere-Dedicated	AI Unit Per Hour
B108083 - Oracle Cloud Infrastructure Generative AI-Small Cohere-Dedicated	AI Unit Per Hour
B108084 - Oracle Cloud Infrastructure Generative AI-Embed Cohere-Dedicated	AI Unit Per Hour
B109495 - Roving Edge Device-RED.2 Non-Return Fee	Each
B88318 - Oracle Cloud Infrastructure-Compute-Windows OS	OCPU Per Hour
B92686 - Oracle Analytics for Fusion Applications-Free	Hosted Named User
B93307 - Autonomous JSON Database-Free	OCPU Per Hour
B95403 - Oracle Cloud Infrastructure-Network Firewall Instance	Instance Per Hour
B95404 - Oracle Cloud Infrastructure-Network Firewall Data Processing	Gigabyte of Data Processed 0 - 10240 Gigabyte of Data Processed 10240 - 999999999999999

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A. DESCRIPTION AND PRICES FOR ORDERED CLOUD SERVICES

1. Cloud Services Ordered

City of Costa Mesa, CA has ordered the Oracle cloud services as described above.

B. TERMS AND FEES FOR ORDERED CLOUD SERVICES

1. Oracle Contract Information

a. Agreements.

This Ordering Document is subject to the Oracle Terms contained in the Public Sector Agreement for Oracle Cloud Services Agreement for License Agreement Named US-CSA-CPQ-3385251.

2. Currency.

All fees on this Ordering Document are in US Dollars.

3. Terms:

a. All products and services listed on this Ordering Document are provided by Oracle under, and subject to, the terms of this Ordering Document, including the Oracle Terms. Customer agrees to the terms of this Ordering Document, including the Oracle Terms.

b. As applicable, Denovo will process the Customer's order after execution of the Contract. For cloud services, Customer may not reduce the quantity of services purchased (e.g., user or record counts, storage, etc.), in whole or in part, during the Initial Term set forth herein.

c. The services period for the cloud services commences on the date stated in this Ordering Document. If no date is specified, then the "Cloud Services Start Date" for each cloud service will be the date that the Customer issued access that enables the end user to activate the end user's cloud services (the "Cloud Services Start Date").

d. The Initial Term is 5 years (60 months).

4. Fees, Invoicing and Payment Obligations:

a. **Fees:** The annual fee for the Software as a Service (SaaS) subscription is Two hundred Eighty-Five Thousand Dollars and Zero cents ($285,000.00). The total fee for the Software as a Service (SaaS) subscription for the initial five (5) year term is One million Four Hundred Twenty-Five Thousand Dollars and Zero cents ($1,425,000.00).

b. **Payment Terms:** All fees payable to Denovo under this Ordering Document are due 30 days from the invoice date. Once placed, your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Oracle Terms. Customer will pay any sales, value-added or other similar taxes imposed by applicable law that Denovo must pay based on the cloud services you ordered. Unless, specifically stated otherwise, fees for cloud services listed in an order are exclusive of taxes and expenses.

c. **Cloud Services Payment Frequency:** Your payment frequency is Annual in Advance at the start of each 12-month period. The service specifications applicable to the cloud services and the consulting/professional services ordered may be accessed at www.oracle.com/contracts.

d. **Payment Method:** Unless otherwise agreed to in writing by both Parties, all amounts to be paid by the Customer to Denovo under this Ordering Document may be made by wire or check, using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated below:

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Denovo Ventures, LLC (Paying by Wire Transfer)
ACH/Wire: First Citizens Bank
ABA/Routing: 053100300
Account: 1822000629
Beneficiary FCB Customer Account Name: Denovo Ventures, LLC
For international Wire Instructions please contact AR@Denovo-us.com

Denovo Ventures, LLC
371 Centennial Parkway, Suite 220
Louisville, CO. 80027

5. **Offer Validity**. This Ordering Document is valid through August 31, 2025, and shall become binding upon execution by City of Costa Mesa and acceptance by Denovo, as well as acceptance by Oracle of Denovo's corresponding order.

6. **No Auto-Renewal**
Notwithstanding any statement to the contrary in the Service Specifications, CITY OF COSTA MESA expressly agrees that the Services acquired under this Ordering Document will not auto-renew.

7. **Option Periods**
City of Costa Mesa shall have an option to renew for the same services listed in the table above at the same usage limits for two (2) additional 12 month renewal periods, "Option Period" for the fees specified below. Professional Services are not included in the Option Period fees.

City of Costa Mesa must provide Denovo a minimum of 90 days' notice prior to the expiration of the Initial Term of their intent to exercise the Option Period and Denovo will execute an order for the Option Period prior to the expiration date of the Initial Term. Execution of the Option Period will be handled through an Option Letter to the Contract. The cloud services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services set forth in this ordering document.

Option Period 1: (commencing the day after the last day of the Initial Term specified on this order): Two hundred Eighty-Five Thousand Dollars and Zero cents ($285,000.00) x 1.04 = Two hundred Ninety-Six Thousand Four Hundred Dollars and Zero cents ($296,400.00).

Option Period 2: (commencing the day after the last day of the Option 1 Term specified on this order): Two hundred Ninety-Six Thousand Four Hundred Dollars and Zero cents ($296,400.00) x 1.04 = Three Hundred Eight Thousand Two Hundred Fifty-Six Dollars and Zero cents ($308,256.00).

This order is subject to and incorporates the terms and conditions contained in Section C set forth below ("Additional End User Terms").

8. **Expansion and Renewal Pricing Terms**
The customer is entitled to expand the number of users at the same unit net price at any time during the initial term of the contract. Should the City of Costa Mesa exercise its option to renew the services listed in the table above, an uplift is applied and the expansion of users will be subject to the new uplifted price.

C. ADDITIONAL END USER TERMS

1. Data Center Region Availability for UCM End User Terms
Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at https://cloud.oracle.com/data-regions.

D. OTHER

1. **Order of Precedence**

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In the event of inconsistencies between the terms contained in this Ordering Document, including the Oracle Terms, for the Oracle cloud services and the Contract between Denovo and City of Costa Mesa , this Ordering Document, including the Oracle Terms, shall take precedence over the conflicting term(s) in the Contract for the Oracle cloud services, only. This Ordering Document, including the Oracle Terms, will control over the terms contained in City of Costa Mesa for the Oracle cloud services, only.

2. **Disclaimer of Warranties.**

UNLESS OTHERWISE STATED IN THE ORACLE TERMS, THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE PURCHASE, INSTALLATION AND/OR USE OF THE HARDWARE, PRODUCTS AND SERVICES ORDERED HEREIN ARE AT ITS SOLE RISK. THE HARDWARE, PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS; THE CUSTOMER ACKNOWLEDGES THAT DENOVO IS MERELY PROVIDING THE CUSTOMER WITH HARDWARE, PRODUCTS AND SERVICES FROM ORACLE AND THEREFORE DENOVO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE HARDWARE, PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DENOVO MAKES NO WARRANTY THAT (I) THE HARDWARE, PRODUCTS AND SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, (II) THE HARDWARE, PRODUCTS AND SERVICES WILL BE SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE HARDWARE, PRODUCTS AND SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF THE HARDWARE, PRODUCT AND SERVICES PURCHASED BY THE CUSTOMER WILL MEET THE CUSTOMER'S EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED ELECTRONICALLY IS DONE AT THE CUSTOMER'S OWN DISCRETION AND RISK AND THE CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS ORDERING DOCUMENT. IN THE EVENT THAT THE CUSTOMER HAS AN ISSUE WITH ANY ASPECT OF THE HARDWARE, PRODUCT AND SERVICES (OTHER THAN DELVERY OF THE SAME), IT SHALL LOOK SOLELY TO ORACLE AND NOT DENOVO FOR ASSISTANCE AND/OR REMEDIAL ACTION.

3. **THIRD PARTY BENEFICIARIES.**

A. Except for Oracle, who the Parties expressly acknowledge is a beneficiary under this Ordering Document, nothing contained in this Ordering Document is intended to confer upon any third person any rights, benefits or remedies of any kind or character whatsoever, and, except as otherwise specifically stated herein, no person shall be deemed a third party beneficiary under or by reason of this Ordering Document.

B. ***Miscellaneous***.

This Ordering Document may not be amended, modified or supplemented except by written instrument signed by the Parties. This Ordering Document may be executed in one or more counterparts, all of which taken together shall constitute one instrument. A facsimile or other electronic copy of a signature, including an electronically generated signature, on the Ordering Document shall be acceptable as and deemed to be an original signature.

The signature below affirms your commitment to pay for the Oracle cloud services ordered in accordance with the terms of this Ordering Document and the Oracle Terms.

IN WITNESS WHEREOF, Denovo and Customer have executed this Ordering Document as of the date set forth above.

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City of Costa Mesa, CA	Denovo Ventures, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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City of Costa Mesa, CA

By: _____

Name: _____

Title: _____

Date: _____

City of Costa Mesa, CA

By: _____

Name: _____

Title: _____

Date: _____

City of Costa Mesa, CA

By: _____

Name: _____

Title: _____

Date: _____

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STATEMENT OF WORK

This Consulting Services Statement of Work ("SOW", "Work", or "Project") dated _____ ("Effective Date") is by and between Denovo Ventures, LLC., a Colorado limited liability company ("Denovo") and the City of Costa Mesa California ("City" or "Customer" or "Client") and each a "Party" and together the "Parties".

Pursuant to Section 3 (Statement of Work) in the Master Services Agreement ("MSA" or "Contract") dated _____, Denovo and Customer desire to enter this Statement of Work for the performance by Denovo of certain Services, described herein. This Statement of Work provides details of the Services, related products if any, definitions, Service-specific terms, and the Customer's one-time and recurring fees.

1 Term and Termination

a) **Termination without Cause by Customer**. Customer may terminate this SOW by providing thirty (30) days written notice to Denovo.

b) **Termination for Cause by Denovo; Termination without Cause by Customer.** If either Denovo terminates this SOW pursuant to Section 5(B)(v) or 12 of the Contract or the Customer terminates this SOW, or any part of it, without cause (i.e., for convenience) during the Initial Term, the Customer shall be responsible for all amounts owed under the SOW including, without limitation, the following:

   i) All amounts owed for Services provided and Expenses incurred by Denovo up to and including the Termination Date.

   ii) One hundred percent (100%) of all deferred payments and amounts owed from outstanding invoices; and,

   iii) All Fees remaining in the then-current Term payable in a lump sum upon termination.

c) **Termination Date.** The Customer shall immediately cease accessing and otherwise utilizing (and at Denovo's option, return or destroy) Denovo's Confidential Information, Work Product, and the Services upon the Termination Date (except as otherwise permitted herein), and Denovo shall have no further obligation to provide the Services.

d) **No Excuse for Non-Payment.** Any suspension or termination by Denovo under this Section shall not excuse the Customer from the Customer's obligation to make payment(s) for work performed under the SOW.

2 Scope of Services

Denovo will provide the Customer with the Services as set forth in this SOW. Denovo may provide Customer with additional Services pursuant to an amendment to the Contract. Denovo has no obligation to provide any additional Services or any other Service to Customer including, without limitation, with respect to any adaptations, configurations or modifications of the Services made by the Customer or any third party, any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Services, or any use or implementation of the Services by the Customer that is not in compliance with the SOW or Contract. Denovo reserves the right to determine the method, manner, and means by which the Services will be performed. Except as expressly stated in this SOW to the contrary, Denovo is not required to perform the Services during a fixed hourly or daily time, and if the Services are to be performed on Customer's premises, the time spent on Customer's premises is to be at the discretion of Denovo, subject to Customer's normal business hours and reasonable security requirements.

The scope of services, deliverables, assumptions, schedule, and estimated hours are defined in the following sections.

Background

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The Customer desires to implement Oracle Cloud Applications to replace and/or integrate with current business applications to meet their needs in targeted processes. This initiative will start in calendar year 2025. This section provides additional background on this initiative.

Applications in Scope

The following Oracle Cloud Applications and technology are to be implemented:

Area	Oracle Product/Suite	Module/Processes

ERP	Oracle Fusion Enterprise Resource Planning Cloud Service	• Financials
		  ○ General Ledger (GL)
		  ○ Budgetary Control and Encumbrance Accounting
		  ○ Accounts Payable (AP)
		  ○ Fixed Assets (FA)
		  ○ Expenses (EXP)
		  ○ Accounts Receivables (AR)
		  ○ Cash Management (CM)
		• Project Financials
		  ○ Project Foundation
		  ○ Project Costing
		  ○ Project Billing
		  ○ Grants Management
		• Advanced Collections
		• Financial Reports Center
		• Transactional Business Intelligence (OTBI)
		• Applications Extensibility Framework

	Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service	• Expenses • Approvals • Reporting Access • Other Self-Service Transactions
	Oracle Fusion Document Recognition Cloud Service	• Automated Invoice Processing • Intelligent Document Recognition (IDR)
SCM	Oracle Fusion Procurement Cloud Service	• Purchasing • Supplier Portal • Procurement Contracts • Transactional Business Intelligence (OTBI) • Applications Extensibility Framework
	Oracle Fusion Procurement for Self Service Cloud Service	• Self-Service Procurement • Punchouts
	Oracle Fusion Supply Chain Execution Cloud Service	• Inventory Management

EPM	Oracle Enterprise Performance Management Enterprise Cloud Services	• Planning and Budgeting
		  ○ Operating (Line Item)
		  ○ Position (Workforce)
		  ○ Capital (CIP)
		  ○ Forecasting
		• Narrative Reporting

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HCM	Oracle Fusion Human Capital Management Base Cloud Service	• Core HR (HR Organizations, Employees, Work Structures) • Position Management • Onboarding • Benefits • Absence Management • Workforce Directory Management
		• Journeys • Transactional Business Intelligence (OTBI) • Applications Extensibility Framework
	Oracle Fusion HCM Communicate Cloud Service	• Employee/Team communications
	Oracle Fusion Touchpoints Cloud Service	• Employee/Team engagement
	Oracle Fusion Human Resources Help Desk Cloud Service	• HR inquiries
	Oracle Fusion Time and Labor Cloud Service	• Time Reporting and Management • Rule-Based Time Recording
	Oracle Fusion Payroll Cloud Service for United States	• Payroll Processing • Compliance and Reporting • Automated Tax Filing
Technical	Oracle Integration Cloud Service for Oracle SaaS	• Data integrations

Phasing

The above 'In Scope' applications are tentatively aligned to be deployed in the following phases:

Phase I (Financials/Procurement Focus)	Phase II (HCM/Payroll/EPM Focus)
• Enterprise Structure • Financials (ERP) • Expenses • Document Recognition • Procurement • Inventory • *Related Security & Technology (Integrations, Reporting)*	• Core HCM • Payroll • Time & Labor • HR Help Desk • Communicate • Planning & Budgeting (EPM) • *Related Security & Technology (Integrations, Reporting)*

A detailed project schedule will be established after project kickoff including detailed tasks and deliverables. Specifically, Denovo and Customer will collaborate on planning, key activity/stage dates, and Go-Live dates with special consideration of the timing of Payroll cutover (if not on the calendar year).

For additional context and detail regarding the scope, methodology, and deliverables outline herein, reference is made to the proposal submitted by Denovo to the City. This Statement of Work shall be read in conjunction with said proposal, which forms an integral part of the contractual understanding between the parties.

3 Scope of Implementation Services

Overall Services

Denovo shall perform implementation services necessary to enable the Oracle Cloud Applications to operate in a production environment for Customer, including services related to

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- Project Management & Governance
    - Establish, in coordination with Customer, the necessary plan for governance, tools, resources, and risk mitigation to create and maintain a project management structure, including coordination and collaboration with Customer's assigned team.
    - *See following "Project Governance" section.*
- Organizational Change Management
    - Establish and implement an Organizational Change Management Strategy and Plan to help maximize employee adoption, usage of Oracle tools, and assist in minimizing resistance to the system and related Oracle Modern best practices/business processes.
- Design
    - Evaluate available Oracle Cloud business process flows against the functional requirements for application modules in scope to develop an enterprise solution approach. The process shall include a review of built-in best practices within the Oracle Cloud HCM applications using the "Fit-to-Standard" approach – this approach's intent is to streamline the business process flows with standard functionality in the Oracle applications to accomplish the intended objectives.
- System Configuration, Development, and Data Conversion
    - Configure, develop, and implement standard Oracle business process flows, scoped conversion objects, and scoped application interfaces. Conduct System configuration sprints to validate the business flow requirements.
- Testing and Validation
    - Plan and develop test plans, execution of testing and system, and final go-live preparation activities. This includes system integration and user acceptance testing, training, and production cutover plan finalization.
    - Manage quarterly updates throughout implementation.
- Production Go-Live and Support
    - Move project users, application managers, systems operation managers, and business functions, interfaces, and converted data from the pre-production environment to the live production environment.

Configuration/Customization Management

The Customer plans to leverage out of box business processes – as such, no customizations are included in Scope - any such request would need approval by the Steering Committee. However, Oracle Cloud comes standard with built-in best practices that are configurable, and Denovo's objective is to help the Customer streamline the business processes and implement the standard process flows built into Oracle Cloud. The Customer acknowledges this may require changes in certain business processes and operating procedures. To ensure alignment with City priorities, the City will retain final authority over any proposed system changes or process reconfigurations. This governance role will be exercised through the Steering Committee, allow City to evaluate the operational impact of changes before they are adopted.

Oracle Cloud offers configuration options, enabling you to make the service unique to your business, including:

- Flex fields - allows for easy definition of additional fields and logic, so City can create custom attributes without programming. These fields capture data that is related to a specific purpose and corresponds to a pre-reserved column in the application database.
- Workflow - leverages a standards-based workflow service to deliver a robust Workflow and Approvals engine, enabling complex rules and routings. We deliver workflows out of the box which can be further configured as needed. Multi-level approvals may be defined based on supervisor or position hierarchies, and tasks may be accessed by emails or worklists.
- Reporting and Analysis - allows for the creation of dashboards and reports on both historical and transactional data by leveraging the Oracle Transactional Business Intelligence (OTBI) tool.

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While customization is not available within the Oracle Cloud applications, supported extensions may selectively be considered. Through the use of composers in Oracle Cloud, authorized end users can perform configurations to the application that automatically save as XML files and preserved in the Metadata Services (MDS) Repository. Here are a few of the extension options:

- Page Composer - allows users to personalize their pages by, for example, adding, deleting or re-arranging portlets or changing headings and labels.
- Page Integrator- allows users to integrate and launch the third applications from SaaS application which allows to add icon and client groups.

However, Extensions using composer or any other methods are out of scope for this SOW and would require the Parties follow the Change Control Process.

Data Loads

General Assumptions & Guiding Principles:

- Manual data loads will occur where data volumes are low and there is no time or cost benefit in automating the data loads. The exception would be high volume from going live.
- Data conversion method will be tested prior to the production conversion, based upon established Denovo load methodology. This is to forecast precise conversion timeframes and to validate/test programs during the Plan Phase
- Business freeze in multiple areas will be a critical and required component of the conversion effort and must be established and reviewed with business data owners, management and auditors. Business freeze requirements will be addressed in detail in the Conversion document and timelines will be established in the cutover plan.
- Specific data conversion requirements will be refined early during the Plan phase.
- Legacy data must undergo data cleansing by the Customer to reduce data volume and extract-program run time, to improve quality, and to minimize data integrity issues. It is the customer's responsibility to ensure data cleansing occurs in a timely manner to meet the accepted schedule.
- Conversion Lead and Conversion Developers will provide the input data to be loaded in the format expected by the load programs. This responsibility will include the gathering and cleansing of source data by the Customer.
- Converted data will be used during the CRPs and different testing events which will help identify data conversion and integrity issues.

Data Conversions

The data conversion process is the foundation for documenting the scope, effort, and steps required to successfully perform each conversion. Each conversion identified during planning and design stages will go through the process of documentation, that involves development and creation of:

- Data conversion timeline
- Functional and possible technical specifications
- Data cleansing
- Legacy extract program(s)
- Oracle load program(s)
- Data staging requirements/sequence
- Error handling/audit requirements/procedures
- Execution of data conversions
- Reconciliation process
- Business Post Load Data Validation and Approval for use process

The following data conversions are targeted to be in-scope:

Current System/Module	Data Source / RDBMS	Data Set(s)	Scope & Assumptions
1. General Accounting	Oracle	Peoplesoft: GL	10 years of monthly summary balances plus current FY in Detail.

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2. Accounts Payable	Oracle	Peoplesoft: AP	Open AP Invoices migrated into Oracle Fusion Payables for business continuity. Migrate 10 years of Closed AP Invoices into repository (TBD) to include invoice lines, reference to POs, and payment details - limited details otherwise.
3. Accounts Receivables	Oracle	Peoplesoft: AR	Open AR Invoices migrated into Oracle Fusion receivables for business continuity.
4. Treasury	SQL	Cashiering System: Quadrant	Uncleared Checks as External Transactions in Bank Statement Reconciliation; Customer unapplied/On-Account Receipts
6. Store Inventory	Oracle	Peoplesoft: Warehouse Inventory	Active Items & cutover Quantity on Hand
7. Budget Process	Excel	Excel Budget Data	10 years of Adopted & Amended budget
	Oracle	Peoplesoft: Budget ledgers, detailed account level	10 years of Adopted & Amended budget
9. Project Accounting	Excel	Project Tracking Data	Active Grants, Active Projects and any additional Projects for the Active Grants
	Oracle	Peoplesoft: Summary of Budget to Actual	For all migrated projects, summarized Inception-to-Date (ITD) costs and revenue also migrated.
10. Finance Fixed Asset	Excel	MS Excel: Fixed Asset Data	Active Assets only included in the scope
11. Contract Management	Excel	MS Excel: Data related to contracts	Active Contracts for the remaining term
12. Payroll	Oracle	Peoplesoft: Payroll Data	All current and active earnings, deductions and statutory elements for active employees
13. Benefits	Oracle	Peoplesoft: Benefits	Active enrollments
14. New Hire	Oracle	Peoplesoft: New Hire	10 years of assignment history for Active employees
15. Position Budgeting	Excel	Position Control Data	10 years of history for Active positions
16. Enterprise Purchasing	Oracle	Peoplesoft: PO Data, Vendor Information	Vendors with activity in past 10 years. Active Purchase Orders.
17. HR Data	Oracle	Peoplesoft: HR Data	10 years of requested history to include summary historical database tables for inactive employees.

Data Cleansing

The data cleansing process results in relevant and accurate data being converted from the legacy systems into Oracle. Data cleansing analyzes legacy application data to verify that data are correct, complete, consistent and convertible.

Data cleansing includes:

- Eliminating unnecessary data records
- Identifying and correcting inaccurate data
- Merging duplicated data, e.g., multiple vendor master files which will need to be consolidated for a single vendor.

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- Reformatting and standardizing data so that it can be converted.
- Gathering information that does not exist in any legacy system but is required in the solution.

Refer to page 100 and 101 in the Denovo proposal where roles and responsibilities are further identified.

Integrations

Oracle offers multiple ways to integrate Oracle Cloud Applications with your existing infrastructure and information technology assets, whether integrations call for real-time or batch interaction. These toolsets support real-time integration via web services, and bulk data styles of integration via flat-files and spreadsheets. Denovo and Customer will collaborate on the technologies and methods leveraged for the targeted integrations, leveraging Oracle Integration Cloud Service (OIC) and available REST and SOAP Services, as well as file-based methods.

Oracle Integration Cloud Service (OIC)

Oracle Integration Cloud Service (OIC) will be utilized, as needed, to develop the scoped interfaces including the provisioning and configuring all scoped OIC services, establishing baseline network rules and security configurations, and establishing error handling, tracking, and scheduling setups. If needed, the OCI agent connectivity agent allows on-premises applications to interact with your SaaS applications in the cloud. Specifically, agent allows PaaS platform to connect to the on-premises applications, database and file servers to read/write data.

REST and SOAP Services

Oracle Applications Cloud provides public REST APIs and SOAP web services you can use to support integration requirements and provide a standardized way of integrating Cloud services with other disparate application systems. In addition, ATOM feeds provide notifications of Oracle HCM events and are tightly integrated with REST services.

Detailed REST API documentation may be found at:

- HCM Cloud: https://docs.oracle.com/en/cloud/saas/human-resources/25a/index.html
- ERP Cloud: https://docs.oracle.com/en/cloud/saas/financials/25a/index.html
- SCM Cloud: https://docs.oracle.com/en/cloud/saas/supply-chain-and-manufacturing/25a/index.html

File-Based

- Inbound file-based integration - You can use File-based Loader or Spreadsheet Loader as a powerful and efficient method of importing bulk data into Oracle Cloud Applications. The upload process can be scheduled to reduce manual intervention in the integration process. In addition, File-based Loader and Spreadsheet Loader leverage the core business objects that serve as the foundation for the Cloud solution—meaning that all edits, business rules and validation logic that an online user would be subject to also govern all data being loaded into the Cloud Applications as well. Spreadsheet Loader allows business users to work with data within a familiar Excel format and upload bulk data into the system.
- Outbound file-based integration - Oracle Cloud provides data extraction tools that can be scheduled to run to automate the data extraction and delivery process.
    - **The HCM Extract tool** is ideal for complex extraction needs on a defined set of HCM data objects. The data can be extracted into a number of different formats, including HR-XML, and delivered to destination systems through a number of different methods.
    - **Oracle Payroll Flow** is the tool to automate the sequence of activities in HCM which will help to import the data from external applications with multiple steps and Boomerang integrations where integration is needed to extract and update/process the information to SaaS.
    - **Oracle Transactional Business Intelligence (OTBI)** - Oracle Cloud Applications support data export by leveraging OTBI and Business Intelligence Publisher (BIP) for HCM to export any data of their Oracle Cloud. Users create export data sets based on queries. BIP offers the ability to export data into a variety of different formats, multiple delivery methods, data encryption, and scheduling capabilities to automate the entire process.

The following integrations are targeted to be in-scope:

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#	Source Application	Target Application	Description	Type
1	US Bank	Oracle AP	P-Card	File-based / REST API
2	Commerce Bank	Oracle AP	Payments	File-based / REST API
3	Oracle AP	JP Morgan	ACH	File-based / REST API
4	Oracle AP	JP Morgan	Positive Pay	File-based / REST API
5	Tyler Land Mgmt.	Oracle AR	Civil Citation Billing, Payment data	File-based / REST API
6	Central Square	Oracle AR	Jail Booking Fees (for discussion)	File-based / REST API
7	ActiveNet Recreation	Oracle AR	Registration Fee Data	File-based / REST API
8	Pettrack	Oracle AR	Animal Licensing Payment Data	File-based / REST API
9	Tyler Land Mgmt.	Oracle Projects	Land, building data	File-based / REST API
10	AssetWorks	Oracle FA	Vehicle data	File-based / REST API
11	TeleStaff (Fire Dept.)	Oracle Time & Labor	Employee Name, ID No. Time reporting codes, Reporting Period, Number of Hours Worked	File-based / REST API
12	Oracle Payroll	PERS	Employee Name, PERS ID, PERSable Earning for the Pay Period, Beginning and End Date, Employee PERS Contribution, Survivor Benefits, PERS Buy Back	File-based / REST API
13	Oracle Payroll	PERS	Employ ID, Employ. Name, Empl. Total Earning, Employee and Employer Contributions, Payroll Beginning and End Date	File-based / REST API
14	Oracle Payroll	CA457	Employ ID, Employ. Name, Empl. sass, Amount	File-based / REST API
15	Oracle Payroll	Nationwide	Cost, name	File-based / REST API
16	Oracle Payroll	ICMA-RC & ICMA-401A *(now called MissionSquare Retirement)*	Employ Name, Employee Contributions, Employer Contributions	File-based / REST API
17	NeoGov	Oracle HCM	New Hire information	File-based or Manual
18	Laserfiche	Oracle (various)	Access to documents/records	REST API / URL Embedding

Journeys

The Oracle HCM Applications provide the capability for customer defined journeys which is a collection of tasks to facilitate a business process. Journeys are configured based on business need and can have multiple tasks and/or task performers. The following Journey categories are available via the Oracle software and are used for specific purposes as follows:

- **Contextual Journeys** to configure tasks that need to be performed by different performers before a HR transaction. For example, tasks that a manager needs to do before a transfer action.
- **Guided Journeys** to support users by providing guidance, such as tutorials, company policies, and best practices in the context of an HCM flow. For example, tasks to help a line manager transfer an employee.
- **Survey Journeys** to create a survey and assign it to people in your organization. For example, regular pulse surveys to seek feedback on workplace satisfaction or a general survey to provide feedback on the onboarding process.

Denovo has included the following base journeys:

- **Onboarding Journey** to include two (2) participants (new hire, and reporting manager), and up to six (6) tasks (including W4, I9).
- **Offboarding Journey** to include three (3) participants (Employee, Reporting Manager, HR) and up to (4) tasks

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(including exit interview/survey, return of asset declaration).

- **Additional Contextual Journeys** typically for HR data entry needs – two (2) included.
  - Additional Journeys may be configured should it be determined by Denovo and Customer that a Journey provides the most appropriate solution to any of the requirements outlined within the RFP. The additional Journeys shall be added through a change order to this SOW.

Approval Workflows

Denovo shall configure a select number of approval workflows. Denovo will explain and advise the Customer on typical usage of approval workflows via knowledge sharing. The City/Customer will have discretion on the number of approval workflows selected. Denovo has allocated 480 hours which are available at Customer's discretion to apply towards the development of selected and prioritized approval workflows.

Fast Formulas

Denovo shall configure a select number of fast formulas for eligibility, payroll and time entry rules. Denovo will explain and advise the Customer via knowledge sharing. The City/Customer will have discretion on the number of approval workflows selected. Denovo has allocated 640 hours which are available at Customer's discretion to apply towards the development of selected and prioritized fast formulas. Fast formulas may include, but are not limited to, the following:

- Various payroll rules
- Leave accrual calculations
- Leave accrual balances compared to allowed carryover maximums

Reporting

Denovo shall enable and/or make available standard Oracle reports for the Oracle Applications being deployed. Denovo will explain and advise the Customer users on typical usage and applicability of the Oracle reporting tools namely, Smart View, Oracle Transaction Business Intelligence (OTBI), Financial Reporting studio, and OTBI power user access via knowledge sharing. Denovo has allocated 1,600 hours which are available at Customer's discretion to apply towards the development of selected and prioritized custom reports. The City/Customer will have the discretion on the selected custom reports being developed.

Testing & Validation

The bulk of user testing occurs during our Test phase. Customer stakeholders will be required to work with our consultants to develop system integration testing (SIT), which is end-to-end process testing, and user acceptance (full system testing with roles and documentation) test scripts and your stakeholders will implement these tests under the guidance of Denovo consultants.

Issues are identified in each test cycle and resolved/retested until acceptable prior to accepting the results of that test cycle, the following test cycles will support the project:

- **During System Integrated Testing (SIT)**, the Customer's stakeholders (with assistance from Denovo consultants) use the test scripts to validate the end-to-end processes function correctly (including connectivity to outside systems). Denovo consultants again resolve issues or retesting by your stakeholders. The Customer will assist with any coordinated initial testing with 3rd party systems.
- **User Acceptance Testing (UAT)** is the final opportunity to validate that the system is ready to roll out to production. The stakeholders (with Denovo assistance) validate all aspects of the system and approve results. The Customer will assist with any coordinated end-to-end testing with 3rd party systems – a formal Payroll Parallel is not anticipated.
- **Data Conversion Validation** is a repetitive process to ensure that conversion routines function properly and that both the automatic and manually converted data results are expected. This validation is the responsibility of the Customer stakeholders.

The project will follow a structured testing methodology that includes:

- Create a Test Plan that is reviewed and agreed to by the key project team members and the Steering Committee.

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- Create the test cases and scripts based on the best practice business flows.
- Determine the input data and expected results for each test.
- Execute the tests in a controlled environment.
- Address prioritized issues, and retest.
- Monitor and report the results of each test.
- Plan for, and regression test, where needed.
- Track and report the progress of the testing effort in the Project Status Reports and the Project Plan.
- Obtain formal approval from the testers and the Customer management that the test was successful and demonstrated that the system will support their business requirements.

During the Project Management Activities at the beginning of the project, Denovo and the Customer will create several deliverables together including a Test Management Plan inclusive of managing plans around quarterly updates. It contains the overall scope of what will be tested, the testing methodology that will be used, the types of tests that will be executed and the dependencies, assumptions and responsibilities for each test cycle.

Organizational Change Management

Denovo concentrates highly on activities that harness employees' knowledge to create organizational knowledge. As such, the primary purpose of the Organizational Change Management (OCM) strategy is to facilitate a smooth transition to Customer's new Oracle Cloud HCM system. Denovo's Change Management lead, in consultation with Customer, shall develop an Organizational Change Management strategy based on a standard methodology, best practices from previous Denovo project implementations, and consideration of Customer's culture and bandwidth.

Once the change management strategy is created, Denovo and Customer's Change Management Lead will jointly be responsible for executing the plan. Guidance, coaching, and Denovo tools/templates shall be provided to support Customer' change management personnel for the execution of the OCM activities throughout the project lifecycle. Throughout the project the Customer will lead COM-related communications.

Training

Denovo will collaborate with Customer to establish a training strategy, in concert with OCM activities. Throughout the project the Customer's core team (i.e., Super Users) will receive exposure to the solution, and informal training through knowledge sharing, participation in design, and hands on activities. This prepares the core team to be the lead trainers and the sole audience for Denovo's "Train-the-Trainer" model.

Denovo shall provide Customer role-based training using the Train-the-Trainer model whereby Denovo will conduct the first session of each topic to be leveraged for Customer's expanded training to end users. Denovo shall be responsible for creating training materials based on the standard base Oracle transactions, as well normal variations/use cases that have been solutioned for the customer. Exceptions, unique variations, manual tasks, policy related and other processes/transactions that go beyond the base transactions will be created by the customer's training team, re-using the Denovo provide base training material where possible. Denovo training documents will be provided in an MS Office format (or other agreed to formats where applicable), complimenting Oracle's online tutorials, training materials and videos. Customer may also enhance the training material by adding above mentioned exceptions and variations, non-system related policies, user procedures, and other examples or comments to enhance the materials.

End-User training is done by the core team (i.e., Super Users). At a point when Oracle Learning is in production and users enabled, Customer may add to catalog and assign to end users. If needed, Denovo can provide both Train-the-Trainer programs and End-User training if requested as additional services. Additionally, should the Custom desire to use members of a Learning and Development team instead of customer core team members, Denovo will analyze schedule

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and effort impact, as typically adding non-core team members to perform training requires extensive activities to bring them "up to speed" on how to use Oracle and the related solution.

Documentation

Following our methodology templates, Denovo will prepare the following system documentation/artifacts in addition to the project deliverables:

- Enterprise Structure design
- Requirements Questionnaires and RTM
- Pre-Planning, Strategy and Design documents
    - Change Management, Training, Data Conversion, Integration, Reporting
- Configuration Worksheets
- Test Scripts
- Training Materials
- Cutover Plan
- Technical Reference Manual (including System Architecture)

Production Cutover Activities

Denovo will develop a deployment plan by compiling the cutover activities to migrate from their current application to the new solution. The deployment plan will be executed during the cutover period and Customer will be required to validate the application before taking over and commencing operations on the new solution.

Post-Production Support

Denovo will provide four (4) weeks of "Hypercare" for each deployment. This Hypercare period focuses on managing critical issues that affect the production system and its operational use. In addition to critical issues, Hypercare provides the opportunity to address non-critical issues prioritized by the Customer. These non-critical issues are typically items end users identify as they start to use the system; often, it can be a business process that doesn't work as they expected, requiring a work-around or items that they would like to change to provide a better user experience and/or transaction process. Hypercare does not include new development.

The logging and management of post-production support issues is based on the use of Denovo's standardized Smartsheet based issue tracker (repurposed from prior testing/issue tracking events). Should the customer desire to use something different than Denovo's standard Smartsheet tool Denovo will analyze schedule and effort impact, as Denovo's methodology and timeline is build on leveraging our internal project best practices, process, tools and artifacts.

Hypercare generally includes:

- On-Demand Production Systems support
- Issue troubleshooting and resolution (excluding Oracle product defects)
- Coordination with Oracle Support
- Testing/Retesting Support
- Applicable Quarterly Release uptake in DEV, TEST & PROD environments during the four-week period

Denovo Responsibilities	Customer Responsibilities

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• Provide process, tools, and approach for issue triage, logging and managing • Provide support management, functional and technical resources, with knowledge of the implemented solution; in most cases these will be team members who implemented the solution. • Manage and conduct triage, troubleshooting and ticket resolution. • Provide Knowledge Sharing to Customer's post-Hypercare support team • Produce bi-weekly Hypercare status report	• Identify and log tickets, meet when needed with Denovo support team to triage, troubleshoot, test, and approve production release of final ticket resolution. • Manage and conduct testing of resolution. • Review and align any recommended workaround/business process changes. • Participate in Knowledge Sharing from Denovo team

Denovo will leverage a ticket-based system to track issues to closure. Additionally, final system documentation, including updated configuration documents, will be delivered.

4 Project Deliverables

The following table includes the core deliverables for this project:

Project Stage	Deliverable	Type	Acceptance Criteria
Initiate	Project Kickoff	Event	Kick-off presentation prepared and delivered
	Project Plan and Schedule	Document	A project plan, aligned to duration depicted in the SOW has been published. The plan depicted major activities, high level tasks, resource assignment by organization, target end dates and dependencies.
	Organization Change Assessment Report	Document	An OCM Assessment report, resulting from interviews and observation, is published. The report contains findings related to executive and stakeholder alignment, organization transition readiness and recommendations to facilitate transition to the new solution.
Design	Design Workshops	Event	Scheduled design workshops have completed, results are documented, and a plan exists to resolve any remaining open issues. The City/Customer will have discretion should additional design workshops be required to leverage the system to its full capabilities.
	Future State Business Process Flows	Document	The high-level Future State process flows based on Oracle's Modern Best Practices are published and reflect process flow refinements identified during the design workshops.
	Fit/Gap Document	Document	A document identifying where the existing Oracle solution does not meet business process needs has been published. The document contains recommendations on how to close any gap in functionality. The City/Customer has discretion on which recommendations are accepted and executed.
Configure	CRP1 Complete	Event	CRP1 is completed, results are documented, and a plan exists to address configuration changes and/or remaining open issues.
	CRP 2 Complete	Event	CRP2 is completed, results are documented, and a plan exists to address configuration changes and/or remaining open issues.

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Test	System Integration Testing (SIT) Complete	Event	System Integration Testing has completed, results are documented, and a plan exists to address High/Critical open issues.
	User Acceptance Testing (UAT) Complete	Event	User Acceptance Testing has completed, results are documented, and a plan exists to address High/Critical open issues.
Deploy	Training Delivered	Event	Train-the-Trainer Training delivered as per plan. Feedback gathered for end user training. Denovo will provide training documents to the City/Customer for customization.
	Solution Deployed to Production	Event	A go/no go decision has been completed. The solution configuration and supporting code has been migrated to production, as has business data. The system is available for operational use.
	Post-Production Support Period Complete	Event	Production Support and stabilization services ("Hypercare") delivered for four (4) weeks, including oversight of two (2) pay periods.

Deliverable Acceptance Process

For purposes of acceptance of the Solution (or portions thereof), the parties intend to use the following staged acceptance procedure for system and non-system deliverables.

Non-System Event Deliverables

All completed non-system deliverables (e.g., documents or artifacts) will be reviewed by Denovo's Project Manager and emailed to the Customer Project Manager (or uploaded to the designated project repository). Denovo Project Manager shall notify the Customer Project Manager and submit a Deliverable Acceptance Certificate. Upon Denovo's submission of a completed Deliverable, Customer shall review the Deliverable and approve it or notify Denovo of the discrepancies and errors found in the Deliverable, within seven (7) consecutive business days, unless otherwise mutually agreed to in writing by the Project Managers of both the parties.

If Customer requires revisions to the submitted deliverables, all the required changes will be consolidated by the Customer Project Manager into one document and provided to Denovo Project Manager within the stipulated time period. Denovo will then revise the Deliverable or satisfactorily provide written explanation of the reasons for Accepting the Deliverable "as is" within seven (7) consecutive business days. Upon receipt of the revised Deliverable or receiving a satisfactory written explanation for the deficiencies identified, the Customer Project Manager will verify that the changes were incorporated and accept the deliverable within seven (7)consecutive business days using the Deliverable Acceptance Certificate. In the event that neither approval nor feedback from Customer is received within stipulated time period, the deliverable shall be considered approved.

System Event Deliverables

Upon completion of a system event (e.g. CRP Complete), the Denovo Project Manager shall submit a Deliverable Acceptance Certificate to the Customer Project Manager. Upon Denovo's submission, the Customer Project Manager shall verify the completion of the system event and provide an acceptance within seven (7) business days.

Except as otherwise provided herein, Customer shall not use the Deliverable in a production environment or in the ordinary course of the conduct of their business prior to Acceptance of the Deliverable and such use shall, without the written consent of Denovo, be deemed Acceptance of such Deliverable.

Deliverable Acceptance Certificate

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This deliverable acceptance template will be utilized to formally document the completion of deliverables associated with payment milestones.

Denovo

Customer Contact Information	
Project	
Author	
Preparation Date	
Customer Name	
Contact Name	

By signing below, you are acknowledging the receipt and acceptance of the specific documents below and acknowledge that items shown as 'pending', if any, are being deferred to a later time.

Pending Tasks or Comments		
	Task or Comments	**Est. Completion Date**

Completed Deliverable(s)			
	Deliverable	**Comments**	**Date Created / Completed**

Signature Block			
Resource	**Entity**	**Signatures**	**Date**

5 Project Governance

Denovo will deliver the Services under a governance structure formed by Denovo and Customer to enable the following objectives:

- Empower a strong cross-functional team with clear accountabilities and responsibilities.
- Enable transparent monitoring and reporting of all Project activity through weekly status reporting, project plan status, as well as regularly scheduled meetings.
- Manage risks and escalations effectively through the use of the RAID log and RACI chart, described in the Project Charter.
- Build control mechanisms to protect all employees and the program.
- Enable effective decision making at an appropriate level.
- Manage quality and compliance.
- Enable engaged and empowered employees across the organization.

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In support of these objectives, the Project governance organization and Customer's role within it will be structured as depicted above.

Denovo will support Customer's management presentations to the Executive Steering Committee to provide status of Denovo services and/or answering clarifying questions about Denovo's activities.

Key governance committees and roles and their corresponding responsibilities are as follows:

Committee and/ or Role	Responsibilities
Executive Steering Committee ("ESC")	Consisting of executives from Customer, the ESC will meet monthly throughout the Project and otherwise as needed. ESC members are the primary source for communicating Customer long-term goals and vision, setting priorities, approving scope changes, and resolving Customer issues. The ESC aids in promoting the Project throughout the organization. • Ultimate authority and accountability for the budget, scope, schedule, and success of the Project • Establish overall definition of success for the Project. • Monthly review of all key performance indicators and business value metrics • Final point of escalation for scope change, issue resolution, resources, and risk management • Executive stakeholder representation at all key milestone events • Verify alignment with Customer strategy and guiding principles. • Commit the required resources to the Project. • Set and measure the metrics for the Project and hold Customer Project team members accountable to those metrics. • Empower Project leadership and the project teams to make decisions. • Resolve escalated issues
Project Management Office (PMO)	The joint Denovo/City Project Management Office will provide end-to-end coordination, visibility and governance over planning and delivery to achieve the Project's defined strategic objectives and scope while keeping the various projects comprising the program on-schedule and within budget: • Provide a consistent disciplined approach to project management across the Project. • Manage communications to Project Sponsors and other Customer leadership forums. • Define and maintain the standards within the Project. • Development, distribution, and enforcement of standardized project management policies, processes, and procedures throughout the entire Project • Maintain focus on Project goals and objectives. • Develop metrics for project status reporting, including scope, schedule, cost, and risk. • Attend all ESC meetings and represent the Project to the Sponsors. • Provide updates and recommendations to the Project Executive Sponsors and ESC • Monitor issues and risks and escalate those that cannot be resolved. Denovo's PMO will: • Provide generic/blank project governance templates for Customer's consideration. • Provide input into Customer's governance strategy. • Provide input on Customer's project plan and assist Customer with the administrative gathering of information relating to status tracking of Denovo activities. • Support Customer to draft issues and risks and provide recommendations on actions to remediate based on Customer input; Customer needs to identify the issues and risks and determine the remediation plan.

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Unless otherwise agreed as part of the to be established governance process, the City Executive Sponsors and the City Project Manager will have overall responsibility and authority for timely driving all project decisions, reviewing and approving all deliverables, facilitating discussion and communication among stakeholders as needed, and securing any required City or third-party resources not under Denovo's control. The City Executive Sponsors and City Project Manager shall coordinate all activities related to this effort.

Schedule Management

In relation to Schedule Management Denovo leverages a Smartsheet project plan/WBS that includes listing of activities, deliverables, and milestones and is available for all project team members to view in support of meeting schedule commitments. The Smartsheet project plan includes a planned start and finish date, duration, task dependencies, and resources assigned to each activity.

Risk Management

Risk management is the process of identifying, assessing and controlling threats that may impact the successful implementation of this project. These risks stem from a variety of sources technology issues, resourcing estimation, and communication breakdown.

As risk is a shared exercise among business leaders and teams across the enterprise, the Parties share responsibility for identifying, mitigating and communicating potential risks and disruptions. One of the simplest ways to improve collaboration between project teams and business units is to improve communication between the two.Denovo will bring, as part of the Project Governance process and tools, a Smartsheet based Risk, Action Item, Issue, and Decision (RAID) log.

Contract Management – Change Control

A Project's scope clarifies and defines the construct, depth, and breadth of project, as well as sets the foundation for the resources/effort, schedule and ultimately the expected realization of the project's benefit to the Customer. The Change control process works to support scope management to ensure the execution of the project is in alignment to the budget, effort, and schedule. Additionally, when one or more of these facets require an adjustment, the change control process provides clear direction to both Parties for managing adjustments/exceptions. Change control achieves this by providing a managed process to document, assess, review, and facilitate approval/rejection of a potential impacts to a project's progress, schedule, scope, and/or costs.

The Customer's Project Manager, in collaboration with Denovo's Project Manager, is responsible for managing changes to the project. Leveraging Denovo's Change Control Process and its artifacts both Parties' Project Managers will ensure changes are documented, reviewed, and agreed upon as part of the formal approval process.

The following steps describe change control process needed for any material change:

#	Step	Description
1	Identify a Change	Any team member can identify a change to scope, schedule and/or budget/effort. The team member communicates the identified change to the Project Manager(s).
2	Generate Initial Change Request	The Denovo Project Manager creates and logs an initial Project Change Request (PCR) form to formalize the request using Denovo's standardized PCR form. The PCR is assigned to a Denovo analyst to progress Research and Impact analysis of the potential change.
3	Research Change Request	Research and Impact Analysis is performed by a Denovo analyst(s), and an internal Denovo review cycle is initiated. The PCR is updated accordingly based on the results of the internal Denovo review. The following items are considered as part of research into a specific Change Request.

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#	Step	Description
		• Business Need/Impact – What is the impact on the business if this change is implemented? What are the benefits to be achieved with this change? • Cost — What are the financial aspects of the change? How is the budget affected? • Timeline — What happens to commitments that the program team has already made? • Deliverables — What modifications must be made to existing deliverables? • Effort and Resources — What resources are required? What is the expected effort to make the change? • External Impacts — Impacts to other related programs and/or teams. • Other Implications — Risks or quality considerations? Implications of no change?
4	Recommend Resolution to Customer	The PCR is provided to customer's Project Manager, as well as presented to key stakeholders to confirm understanding, share the impact and support customer's evaluation of the recommendation in the PCR
5	Customer Review and Guidance	Customer's Stakeholders review the PCR and recommendations, providing clarity and guidance as required prior to the formal submission of the PCR by Denovo.
6	Formal Approval/Rejection	The Change is formally submitted, with details regarding the change and impact. The customer reviews the change and either approves it or rejects it.
7	Finalize the Change	If the change is rejected, the overall change log is updated to reflect the change status. If the change is approved, it is incorporated into the project as documented in the change request and progressed as approved.

In addition to the process steps above, the following applies to the Change Order process:

- Either Party may request changes to the Services and/or Deliverables, the Project Schedule, the parties' respective responsibilities, the inclusion of additional Services, as well as other aspects of the SOW (each represents a "Change Request"). Denovo will prepare a Change Request describing any applicable change, the effect that the change will have on the Services, Deliverables, parties' respective responsibilities, schedule, or other aspect of the SOW.
- The Customer Project Manager will evaluate proposed Change Requests to determine whether such proposed Change Request will be (i) mutually approved, (ii) rejected, (iii) sent for further analysis or identified as requiring additional detail ("Impact Analysis"), or (iv) deferred. The proposed Change Request will be assigned to a team comprised of representatives of both Parties to complete this analysis.
- To the extent the changes to be implemented in accordance with a Change Order impact the fees, Denovo shall promptly submit materials and information showing the anticipated impact of such Change Order. No Change Request or Change Order shall be implemented unless and until Denovo and Customer have approved such Change Order in writing. These types of Change Orders will have to be escalated by Customer Program Manager to the Executive Steering Committee and Sponsor Team for final approval and acceptance.
- Approved Change Requests will be subject to amendment to the Contract.

Escalation Procedures

It is the intent of Customer and Denovo to resolve disputes and other issues in a constructive manner that reflects the concerns and commercial interests of each party. Each team, committee or board shall work in good faith to promptly and fully resolve all disputes or issues submitted for their review. Where possible, disputes or issues will be resolved by the appropriate levels of authority without the need for escalation. From time to time, however, disputes may arise that cannot be resolved despite the best efforts of the members of the applicable team, committee, or board. In such cases, the following steps are to be followed in escalating disputes or issues between the parties.

1. Customer and/or Denovo may decide that escalation is appropriate when resolution of an issue appears unachievable at the work stream, Denovo cloud transformation program manager or City Project Manager levels of the project organization.

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2. **Escalation:** If a resolution is not reached in the levels described above, the issue will be escalated. If an issue is escalated:
    - **Documentation:** The relevant team will consult with the City Project Manager to develop a short briefing document called 'Statement of Issue for Escalation' that describes the dispute, relevant impact of the dispute, and the position of each party. Denovo Project Manager may assist the City Project Manager in the creation of this briefing document.
    - **Executive Sponsor Authority and Executive Steering Committee:** City Executive Sponsors will be assisted by Denovo Sponsors to resolve a dispute or an issue. If the Executive Sponsors are not able to resolve the matter, a meeting will be scheduled with the Executive Steering Committee as promptly as possible. Such a meeting may be carried out by telephone or video conference. The Statement of Issue for Escalation will be sent in advance to the committee.

3. **Final Resolution:** If, for any reason the members of the Executive Steering Committee are unable to resolve a dispute after the dispute is first escalated, either party may proceed to pursue any rights and remedies not prohibited by the SOW.

Communications Management

The communications management aspect of project management is, by definition, the media component of the project. Through a communications management plan, system the data is managed and transferred from origin to the various action centers. Denovo recognizes communications management is the key to getting things done.

The basic components in the process are the human resources utilizing their respective skills and knowledge; the hardware and software systems; the decision-making procedures; and the language interpretation processes.

Denovo shall not engage in any communication with the media or the public related to the Work without the prior written consent of the City.

Project Documentation Repository

A Project Repository (Smartsheet and SharePoint) will be used for document collaboration. This includes all documents and logs including, but not limited to, deliverables, supporting documents for deliverables, RAID logs, status reports, minutes of meetings, design documents, and configuration data. The project repository tool will be used as the central repository for the project. Customer and Denovo Project Managers will create the structure for the repository, and in partnership with Customer, will determine the access levels of the project team members for the artifacts. A separate communication will be sent to the project team members to inform them on the location, structure, accessibility, process for creating, uploading, modifying, and viewing the artifacts within the repository.

The project repository will be hosted by Denovo with access being provided to key team members of the Project. All Customer-specific collateral will be available for download for sixty calendar days at the end of the project.

6 Team Roles and Expectations

Denovo will work cooperatively with City staff and, if applicable, the staff of other City contractors to ensure the completion of the Work. City may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the City's responsibilities. In the event of a conflict between Denovo and any other City contractor, the Parties will resolve the conflict through the Escalation Procedures in Section 5.

Denovo will ensure that all tasks and reporting requirements are completed on time and to the City's specifications.
Denovo will meet regularly with the City Project Manager to discuss updates and any significant deviations from the milestone schedule outlined below. The frequency of these meetings will be weekly with the timing determined by the Denovo and City Project Managers. The meetings should include discussion of potential and real project risks. Denovo

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shall use the project plan in these regular meetings with the City Project Manager and will update the project plan as necessary before these meetings.

This section describes the project team roles and responsibilities, and Customer engagement expectations.

High Level Tasks and Responsibilities

The tables below identify the lead responsibility for Denovo and Customer for key tasks on the project.

Lead	The party that is responsible for performing the task and performing majority of the work.
Co-Lead	The parties shall share responsibilities for performing the tasks and work.
Assist	The parties assist in actively creating part of the Deliverable or performing the activity

The designated Customer participants shall be made available during the project for the interview, system demonstrations, system testing, decision-making, and other tasks related to this project.

Role/ Resource	Responsibility	Denovo	Customer
Executives Sponsors	Project Oversight	Co-Lead	Co-Lead
	Resolution of Escalated Issues	Co-Lead	Co-Lead
Project Manager	Planning and Management	Co-Lead	Co-Lead
	Status Reporting and Project Team Communication	Co-Lead	Co-Lead
	Steering Committee Reporting/Communications	Assist	Lead
	Project Communication to Stakeholders	Assist	Lead
	Risk Management	Co-Lead	Co-Lead
	Issues Management	Co-Lead	Co-Lead
	Denovo Resource Allocation	Lead	-
	Customer Resource Allocation	-	Lead
	Scope Control	Co-Lead	Co-Lead
	Change Order Processing	Lead	Assist
	Deliverable Review and Approval	Assist	Lead
	Stage Gate Signoff	Assist	Lead
	Customer System 3rd Party Vendor Management	-	Lead
Change Management / Training Lead / Trainers	Initial OCM Analysis	Co-Lead	Co-Lead
	Develop Change Management Strategy	Co-Lead	Co-Lead
	Execute Change Management Strategy	Assist	Lead
	Communicate organization changes	Assist	Lead
	Identify impacted stakeholders	Assist	Lead
	Manage Customer Change/Acceptance	Assist	Lead
	Conduct Go-Live Readiness Assessment	Co-Lead	Co-Lead
	Training Plan Development	Co-Lead	Co-Lead
	Training Curriculum Definition	Lead	Assist
	Training Plan Execution – Train-the-Trainer	Lead	Assist
	Training Plan Execution – End-User Training	Assist	Lead
Enterprise / Solution Architects	Functional Design	Lead	Assist
	Technical Architecture	Lead	Assist
	Technical Design	Assist	Assist
	Quality Assurance	Assist	Assist
Process Owners / Business Lead & SMEs / Functional Leads	Process Decisions	-	Lead
	Functional Design	Lead	Assist
	Business Process Standardization	Assist	Lead

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Role/ Resource	Responsibility	Denovo	Customer
	Solution Regulatory Compliance, with the exception of requirements identified within the Contract	-	Lead
	Conduct CRPs	Lead	Assist
	Functional Issues Resolution	Lead	Assist
	Configuration Documentation	Lead	Assist
	Data Cleanup and Validation	Assist	Lead
	Create Test Scenarios	Assist	Lead
	Create Test Plan	Co-Lead	Co-Lead
	Create Test Scripts	Lead	Assist
	Data Reconciliation (for conversion and integration)	Assist	Lead
	Unit Testing	Lead	Assist
	System Integration Testing (SIT)	Lead	Assist
	User Acceptance Testing (UAT)	Assist	Lead
	Create Train the Trainer Material	Lead	Assist
	Document Functional Use Cases	Lead	Assist
	Training Delivery	Assist	Lead
Technical / Conversion / Integration Leads	Technical Design	Lead	Assist
	Configuration and Build Activities	Lead	Assist
	Data requirements and templates	Lead	Assist
	Data extracts from legacy and third-party systems	-	Lead
	Data cleanup	-	Lead
	Data loads	Co-Lead	Co-Lead
	Data Reconciliation (for conversion and integration)	Assist	Lead
	Interface Development	Lead	Assist
	Reporting Development	Co-Lead	Co-Lead
	Security Configuration (setup users, roles, etc.)	Co-Lead	Co-Lead
	System Integration Testing (SIT)	Lead	Assist
	User Acceptance Testing (UAT)	Assist	Lead
	Compliance of technical configurations with Customer standards for Security, IT Compliance	Assist	Lead

Customer Engagement Expectations

The following table highlights the "Total Estimated Project Average participation" by Phase, role and project stage for Customer team member engagement. It is important to understand the demand of this workload on the Team to help manage their day-to-day activities and still be able to participate in the project for a successful transformation.

Moreover, Denovo acknowledges that Customer personnel may fill more than one role and be involved in multiple phases, impacting allocation levels over time. As such, the Denovo and Customer Project Managers will reconfirm and/or refine the time allocations by role and update the Project Plan, Project Team as needed based on Holidays, Vacation or Company work demand.

Role	Initiate	Design	Configure	Test	Deploy
Executive Sponsors	5%	5%	5%	10%	10%
Project Manager	75%	75%	75%	75%	75%
Change Mgmt. Lead	0%	5%	10%	40%	80%
Process Owners	10%	60%	40%	60%	60%
Functional Lead(s)	10%	40%	40%	80%	80%
Technical Lead	10%	80%	80%	80%	80%
Data Conversion Lead	10%	40%	80%	80%	80%
Integration Lead	10%	40%	80%	80%	80%
Additional SMEs	0%	20%	20%	60%	60%

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Role	Initiate	Design	Configure	Test	Deploy
Additional Testers	0%	0%	0%	60%	60%

7 Assumptions

The scope, timeline and estimated cost are based on the following assumptions. A change in these assumptions may impact the project.

Scope and Solution Assumptions

1. Denovo's scope and estimates are based on our current understanding of the and various important assumptions we made about the project, including assumptions about how your organization will share in the project work. Any change to the project assumptions could impact the overall project cost and may require the Contract Change Request process to be followed.
2. Onsite travel assumed as 20-25% for onshore resources per the typical model. Denovo will work with Customer to align expectations for onsite delivery.
3. Oracle Cloud provides good documentation and videos for training. Customer will take a leadership role in pulling together and organizing the training collateral to ensure it aligns with their business processes. Denovo will provide working examples and assist with this process.
4. No additional third-party solutions (e.g., time clocks, etc.) are required. The cost of any such solution, configuration and related activities is not included in the SOW price.
5. Oracle Cloud does not support any direct database access. All integrations must be supported by direct file integrations (HDL, etc.) or supported Oracle APIs.

Project Execution Assumptions

6. **Standard Processes** – Customer will accept standard Oracle business flows and 'Modern Best Practices'. City/Customer will have final authority on acceptance to ensure 'Modern Best Practices' align with the City/customer needs.
7. **Standard Functionality** – The Oracle software is designed to provide configurable capabilities to Enable commonly used modern best practices. The Customer agrees they will leverage standard functionality without customization and adopt Oracle modern best practices where feasible and practical for their business. Where necessary, the Customer agrees to modify their current business processes or practices to leverage the capabilities of the Oracle software as it was designed. The City/Customer will have final authority in identify the business processes to be modified. In situations where the software does not support a requirement of the business, Denovo will work with the Customer to find a suitable work around, including a manual process, if necessary, to avoid customizations of, or extensions to, the application.
8. **Personalizations** – The Oracle software provides capabilities for user defined personalizations, including but not limited to hiding and moving fields, adding additional validation or navigation logic, customizing the look and feel of a page, etc. Personalization's have not been identified at this stage (as they are dependent on personal/organizational preference) but may be included in the project via Change Request.
9. **Environments/Instances:** Where this document refers to environments/instances, it is referring to one of the following environments to be established for this project: DEV, TEST, PROD.
10. **Data Conversion -** Customer will be responsible for all data extraction, mapping and data cleansing activities to support the data conversion effort. Data conversions will be limited to active data and whatever data is needed to properly utilize the functionality within Oracle. Denovo will supply Customer with a data format for all information to be converted. Data quality issues resulting from incorrect or duplicate data are the Customer's responsibility and may result in additional effort and cost for Denovo.
11. **"Train-the-Trainer" Model** - Our methodology assumes a "train-the-trainer" model, which means we train the core project team, who will be responsible for training end users. Denovo will mentor the customer's team through this process.

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12. **Data Cleansing -** Customer will take a leadership role in cleansing their legacy data and organizing the information to be imported into Oracle HCM Cloud. Data cleansing includes:
    - Eliminating unnecessary data records,
    - Identifying and correcting inaccurate data,
    - Merging duplicate data, e.g., multiple vendor master files, which will need to be consolidated for a single vendor,
    - Reformatting and standardizing data so that it can be converted,
    - Gathering information that does not exist in any legacy system but is required in the Denovo solution, Learn the Oracle Cloud import process.
13. **Journeys** – journeys required to complete the proposed solution are described in this SOW based on the information provided by Customer. Additional journeys may be included in the project via Change Request and estimated individually.
14. **Approval Workflows** – approval workflows required to complete the proposed solution are described in this SOW based on the information provided by Customer. Additional workflows may be included in the project via Change Request. The following assumptions can be used as guidelines to understand how the complexity affects the underlying work effort and associated estimates that have been presented for the workflows envisioned for this project. The City/Customer will be at the discretion in the identification of workflows that are selected.
    - **Low complexity** means a workflow with one (1) level of approval, no FYI notifications to system users, and any workflow triggers are aligned to standard available fields in Oracle (excluding any custom DFF, values, and/or other data unique to the customer). Development, testing and related full lifecycle implementation effort required for LOW complexity items is generally 20 – 40 person hours.
    - **Medium complexity** means a workflow with one or more of the following attributes; two (2) levels of approval, fewer than two FYI notifications to system users. Additionally, any workflow triggers are aligned to standard available fields in Oracle (excluding any custom DFF, values, and/or other data unique to the customer). Development, testing and related implementation effort required for MEDIUM complexity items is generally 40 – 80-person hours.
    - **High complexity** means a workflow with one or more of the following attributes; three (3) or more levels of approval, three or more FYI notifications to system users, workflow triggers extend beyond the standard available fields in Oracle and utilize custom DFF, values, and/or other data unique to the customer. Development, testing and related implementation effort required for HIGH is generally 80 – 120-person hours.
15. **Fast Formulas** – required to complete the proposed solution are described in this SOW based on the information provided by Customer. Additional Fast formulas may be included in the project via Change Request. The following assumptions can be used as guidelines to understand how complexity affects the underlying work effort and associated estimates that have been presented for the Fast Formulas envisioned for this project.
    - **Low complexity** means fast formula requires means does not require custom set ups with complexity of calculation logic is easy (no conditions, few inputs). Development, testing and related full lifecycle implementation effort required for LOW complexity items is generally 30-50 person hours.
    - **Medium complexity** means a fast formula requires means it requires additional custom set ups with complexity of calculation logic is moderate (some logic and conditions). Development, testing and related implementation effort required for medium complexity items is generally 50 – 100 person hours.
    - **High complexity** means a means fast formula requires means it requires additional custom set ups with complexity of calculation logic is complex (advanced logic and multiple rules). Development, testing and related implementation effort required for High is generally 120-160 person hours.
16. **Interfaces, Reports, Conversions** – the technical components required to complete the proposed solution are described in this SOW based on the information provided by Customer. Additional technical components may be included in the project via Change Request. The following assumptions can be used as guidelines to understand how the complexity affects the underlying work effort and associated estimates that have been presented for the technical work envisioned for this project.

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- **Low complexity** means a report or integration (BI, RDF or other) which references only one object (table, view, package) to return or load required data. Effort required for LOW complexity items is generally 20 – 40-person hours.
- **Medium complexity** means a report or integration (BI, RDF or other) which references two to three objects (table, view, package) to return or load required data. Effort required for MEDIUM complexity items is generally 40 – 80-person hours.
- **High complexity** means a report or integration (BI, RDF or other) which references four or more objects (table, view, package) to return or load required data. Effort required for HIGH complexity items is generally 100 – 160-person hours.

17. **Decisions** - The customer's management and key project participants will make timely decisions concerning issues raised by the project team. Expectations of decision making are:
    - Critical/Urgent decisions, defined as impacting forward progress or schedule, must be made in 2-3 business days.
    - Standard decisions, based on the project calendar, must be made in 5 business days.
    - Note: If decisions are delayed and dates are missed, a change order for those days may result.
18. **Material Changes to Design** – After the completion of the final conference room pilot in the configure stage, including the resolution of any issues that represent major gaps (would not go live without the gaps resolved) in the design that came out of testing, the design of the software including the application modules as configured, the interfaces and reports as developed and tested is to be deemed complete. Any material changes to that design requested beyond this point in the project are considered out of scope and the effort and time to redesign the solution will require a change request.
19. **Standard Methodology** – Denovo's implementation methodology including the project management process has been developed over years of implementing Oracle software and adherence to a proven methodology is required for the project to be successful. Any material changes to the methodology must be approved in writing as evidenced by a change request.
20. **Work Location** – Denovo resources will perform work both onsite and remotely; offshore resources will also be engaged. Onsite schedules will be established within the Initiate (Planning) stage of each phase and maintained by Denovo Project Manager.
21. **Remote Working** - All parties are expected to have adequate equipment to conduct work in a remote manner, as needed.

Customer Participation

22. The timely and successful execution of this project requires active participation and engagement from the Customer. In addition to fulfilling the responsibilities described in this SOW, the following requirements must be met to ensure the effective execution of this project:
    - With appropriate notice, Customer must make decisions or provide input on as agreed to by the parties, typically within two to five business days. Denovo will endeavor to provide ample time for requests requiring significant effort, but even in absence of specific timelines set forth for completion, Customer agrees to put forth the effort to respond to requests in a timely manner and not unduly withhold decisions or input so as to not hinder the progress of the project.
    - If there is time lost to the project due to the inability of the Customer to fulfill their obligations in a timely manner or time lost to the project due to the Denovo team being asked to provide an inordinate amount of assistance to facilitate the Customer's progress, Denovo may request a change order and additional budget or time.
    - Customer agrees to assign employees in the business process owner roles that are competent, capable and empowered with the authority to make decisions on the Customer's behalf.
    - The Steering Committee exists to provide executive support for the project and decision- making authority when issues or decisions have been escalated to their level. Customer agrees to provide access to the Executive Sponsors where decisions can be made on the project's behalf.
    - Customer agrees to manage their team, and their responsibilities as set forth in this SOW. Denovo is responsible for providing the overall project approach and managing the overall project according to

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their methodology and project management process, but direct management of Customer resources shall be the Customer's responsibility.

- Customer agrees to assign and adequately allocate a Project Manager as a single point of contact with regards to managing Customer's responsibilities and meeting obligations and deadlines described in this SOW. Where needed, Customer agrees that project stakeholders and managers or supervisors of Customer staff assigned to the project will assist to make sure that project work is given the appropriate level of priority to not unduly impact the project schedule. Failure on the Customer's part to intervene on the project's behalf to address staffing shortfalls that are causing project delays will likely result in a change request.

Customer General Obligations

23. Listed below are general obligations that the Customer is expected to be responsible for:

- Obtain licenses for any necessary Oracle programs or subscriptions before the commencement of services associated with this project.
- Procure and provide the appropriate number of environments necessary to support the development, testing, and data conversions activities required throughout the project.
- Select, purchase and install any supporting equipment such as workstations, printers, routers, wide area network ("WAN"), network cabling and printers to ensure that such equipment is configured properly and operating by the targeted dates defined in the project work plan.
- Load all necessary software on project workstations and end-user workstations.
- Assume responsibility for any required interface updates to your third-party systems.
- Provide data for interface testing and any testing environment required.
- Assume responsibility for defining the policies and procedures necessary for Customer's audit and control requirements.
- Provide adequate workspace, access resources and normal business supplies for the duration of the Project. Workspace and resources include for example: desks, telephones, network lines, copiers, and printers' access.
- If Contractor requires access to any City computer system to complete the Work, Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the City's system. The contractor shall follow all City policies, processes and procedures necessary to gain access to the City's systems.

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8 Services Fees, Hourly Rates, and Travel Expenses

Denovo will perform the professional services associated with implementation on a fixed fee basis, totalling $2,800,000 (USD) in labor cost for the Oracle implementation services to be paid in accordance with Schedule A. All travel related expenses will be in addition to the labor fees and will be billed based on actual incurred travel expenses with no mark-up or administration fees.

Rates for Additional Consulting Hours

The following Denovo resource rates will be used for any additional work beyond the fixed fee scope and any budgeted and paid discretionary hours:

Consulting Roles	Hourly Rate (USD)
Director / Solution Architect	$250.00
Sr. Project Manager	$225.00
Sr. Business Analyst/Lead	$205.00
Sr. Technology Analyst/Lead	$200.00
Business Analyst	$185.00
Technical Analyst	$185.00
Off-Shore Sr. Technical Analyst	$85.00
Off-Shore Technical Analyst	$65.00

Note: Above hourly rates do not include travel or other non-labor expenses, are valid through December 31, 2027, and are subject to a five (5) percent annual increase beginning January 1, 2028.

Travel Expenses

Denovo will manage travel expenses within the Customer-established budget of 8 - 12% of the total implementation services fees. The City will reimburse up to the 12%, any overages will not be the responsibility of the City. All planned travel will be reviewed and approved by Customer based on an estimate of travel event costs submitted by Denovo. Customer will reimburse Denovo's out of pocket expenses based on the following schedule.

Expense	Action*	Detail/Notes
Airfare	Actual Cost	Per City of Costa Mesa Travel Policies and/or Guidance
Meals	Per Diem	
Lodging	Actual Cost	
Auto Mileage	Actual Cost	
Parking	Actual Cost	
Taxis, Car Rentals, Gasoline	Actual Cost	
Other incidental expenses	Actual Cost	

*Actual Cost, Per Diem, Not to Exceed, or Not Reimbursed

Notwithstanding, if Customer has specified that its travel and expense policy shall be following in the Contract, Denovo will follow that policy. Denovo shall adhere to the U.S. General Services Administration (GSA) Travel guidelines for travel-related activities. All travel expenses shall comply with prevailing per diem rates, lodging limits, and transportation

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standards as outlined by the GSA. Denovo will utilize lodging within the City of Costa Mesa. Any exceptions shall be raised by the Denovo project manager, in writing, prior to materially beginning project activities.

Terms

Related to rates and invoicing, the following items apply to this Statement of Work:

- The Statement of Work is established with a fixed fee schedule for Services and Deliverables whereby the payments will be made upon Acceptance of the applicable payment milestones and Retainage Amounts will be released in accordance with Schedule A.
- Services may be added, revised, or deducted in accordance with the change order process set forth in the Contract. Change orders require the written approval of both Parties. Additional services may be delivered at the discounted hourly rates as outlined above.
- Any taxes applicable to the Consulting Services shall be added to each invoice for Services or materials rendered under this SOW. Customer shall pay any such taxes unless a valid exemption certificate is furnished to Denovo for the City of use.
- Payment terms are thirty (30) days via ACH.

9 Approvals

IN WITNESS WHEREOF, Denovo and the Customer have executed this Consulting Services Statement of Work as of the date set forth above.

City of Costa Mesa	**Denovo Ventures, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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10 Schedules and Appendices

Schedule A - Payment Milestone Schedule

Payment Milestones

The following table lists the payment schedule to be invoiced based on completion of the applicable milestone.

ID	Stages	Payment Milestones	Milestone Amount	Retainage Amount	Net Fees
Phase 1					
P1 - 1	Startup/Plan	Project Kickoff	$114,800	$11,480	$103,320
P1 - 2	Startup/Plan	Project Plan & Organization Change Assessment Report	$154,000	$15,400	$138,600
P1 - 3	Discover/Design	Design Workshops	$212,780	$21,278	$191,502
P1 - 4	Discover/Design	Future State Business Process Flows	$173,610	$17,361	$156,249
P1 - 5	Discover/Design	Fit/Gap Document	$196,050	$19,605	$176,445
P1 - 6	Construct	CRP 1 Complete	$212,780	$21,278	$191,502
P1 - 7	Construct	CRP 2 Complete	$173,610	$17,361	$156,249
P1 - 8	SIT/UAT	System Integration Testing (SIT) Complete	$193,240	$19,324	$173,916
P1 - 9	SIT/UAT	User Acceptance Testing (UAT) Complete	$193,240	$19,324	$173,916
P1 - 10	Deploy	Training Delivered	$97,980	$9,798	$88,182
P1 - 11	Deploy	Solution Deployed to Production	$114,800	$11,480	$103,320
P1 - 12	Deploy	Post-Production Support Complete	$84,050	$8,405	$75,645
		Phase 1 Totals:	**$1,920,940**	**$192,094**	**$1,728,846**
Phase 2					
P2 - 1	Startup/Plan	Phase Kickoff	$56,000	$5,600	$50,400
P2 - 2	Discover/Design	Design Workshops	$97,980	$9,798	$88,182
P2 - 3	Discover/Design	Future State Business Process Flows	$97,980	$9,798	$88,182
P2 - 4	Discover/Design	Fit/Gap Document	$97,980	$9,798	$88,182
P2 - 5	Construct	CRP 1 Complete	$97,980	$9,798	$88,182
P2 - 6	Construct	CRP 2 Complete	$84,050	$8,405	$75,645
P2 - 7	SIT/UAT	System Integration Testing (SIT) Complete	$89,545	$8,954.50	$80,590.50
P2 - 8	SIT/UAT	User Acceptance Testing (UAT) Complete	$89,545	$8,954.50	$80,590.50
P2 - 9	Deploy	Training Delivered	$56,000	$5,600	$50,400
P2 - 10	Deploy	Solution Deployed to Production	$56,000	$5,600	$50,400

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P2 - 11	Deploy	Post-Production Support Complete	$56,000	$5,600	$50,400
		Phase 1 Totals:	**$879,060**	**$87,906**	**$791,154**
		Project Total:	**$2,800,000**		

Retention and Release

Denovo shall provide Customer with an invoice upon completion and acceptance of each payment milestone described in Schedule A, which Customer shall pay in full, less the specified retainage amount ("Retainage Amount"), in accordance with the payment terms.

Each invoice will describe the Services performed, the payment milestone(s) achieved, the applicable Retainage Amount, the Net Fees due and owing and, if applicable, a reasonable itemization of reimbursable expenses.

The total Retainage Amount for each phase as described in Schedule A shall be paid in full upon completion and Acceptance of all payment milestones for the given phase. Denovo shall provide Customer with an invoice for release of each Retainage Amount. Customer can apply funds available in the deposit collected as part of Section 4(A) of the MSA with proper communication to Denovo.

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SERVICE ORDER 001 - Managed Services

Customer:	City of Costa Mesa	**Contact:**	Carol Molina
Address:	77 Fair Drive	**Phone Number:**	TBC
City, State, Zip:	Costa Mesa, CA 92626	**Email Address:**	carol.molina@costamesaca.gov
MSA Referenced:	September 1, 2025	**Initial Term:**	Twenty-Four (24) Months
Effective Date:	September 1, 2025	**Successive Term:**	Two (2) - One (1) Year Options

This Service Order ("SO") is by and between Denovo Ventures, LLC. ("Denovo") and City of Costa Mesa ("Customer") (each a "Party" and collectively the "Parties") and is subject to the terms and conditions of the Master Services Agreement ("MSA") referenced above that has been executed by the Parties.

The Initial Term will begin on the Effective Date and end on the date set forth above. Customer will have the option to renew this SO for two (2) Successive Term(s) (as defined above), Customer shall provide written notice of renewal at least sixty (60) days before the end of the then current term. Such notice of renewal will become effective on the date the current term expires.

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit A.

2. **Entire Agreement.** The MSA, this SO, its Attachments and Exhibits constitute the entire agreement between the Parties relating to the subject matter hereto. All previous service orders and amendments thereof are hereby superseded and replaced in their entirety.

3. **Service Entitlements – Oracle Cloud Applications**

Column 1: Entitlement(s)	Column 2: Metric	Column 3: QTY	Column 5: Description
Functional Support	Oracle Application Modules	1	Denovo will provide Functional Support for the following modules: Oracle ERP/SCM Cloud for up to Seven Hundred users of the following modules: Financials (General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Cash Management, Projects and Grants Management, Expenses, Self-Service), Procurement (Purchasing, Self-Service), Supply Chain Management (Inventory Management), and delivered reporting. Oracle EPM Cloud for up to Twenty-Five users of the following modules: Budgeting (Operating, Workforce, Capital) and delivered reporting. Oracle HCM Cloud for up to One Thousand users of the following modules: Core HCM (HR Organizations, Employees, Work Structures, Benefits, Absence Management), HR Help Desk, HCM Communicate, Touchpoints, Payroll (Payroll Processing, Compliance and Reporting), Time and Labor (Time Reporting and Management), and delivered reporting. Functional Support Services consist of Denovo's responses to Customer issues and inquiries regarding the functioning and use of the Applications as submitted by Customer's Authorized Contacts. These services exclude the development or implementation of new functionality, new business locations, new business units, or new reports, programs, or objects. Denovo shall provide Functional Support Services during the hours (8:00 AM to 5:00 PM PST, Monday through Friday). The Service Coordinator will supply Denovo with the names of up to fifteen (15) Customer employees who qualify as Authorized Contacts. Customer may purchase additional Authorized Contacts. Functional Support Services will not be offered on Denovo's holidays, which shall not exceed ten per calendar year. Denovo will provide 24x7 support for Priority One issues. Upon proper request from the Service Coordinator, Denovo shall promptly process any additions, deletions, or changes to the list of

Column 1: Entitlement(s)	Column 2: Metric	Column 3: QTY	Column 5: Description
			Authorized Contacts and address declarations of Critical Processing Periods. In the event of a Critical Processing Period—that is, when Customer is engaged in critical business processes such as acquisition activities, special payroll periods, or fiscal year closes—Denovo will: i. Notify its operations and support personnel of the special requirements; ii. Refrain from scheduling maintenance or downtime during the period; and iii. Accelerate its response to incidents and service requests. Denovo's efforts are subject to resource availability and overall staffing requirements. Customer must promptly notify Denovo upon identifying the need for a Critical Processing Period, provide at least five business days' notice, and ensure that each period does not exceed 48 hours. Critical Processing Periods may only be designated for events beyond typical day-to-day activities, with Customer being entitled to four such periods per year. Denovo and Customer will conduct pre-planning sessions to review support requirements for Critical Processing Periods. During these sessions the Parties will define the expected support requirements.
Release Management	per installation per month	1 per Quarter	The QTY specifics the number of Installations for which Denovo will provide Release Management services. Denovo will provide Project Management, Technical Leadership, and Application skills to assist Customer with Oracle quarterly release updates. Customer is responsible for procuring vendor-provided maintenance for the Oracle Applications supplied by Customer under terms that permit Denovo to receive and administer such maintenance. The Service does not include the upgrade of any third-party applications.
Integration Management	Per Integration	Up to 20 Integrations	The QTY specifies the number of integrations Denovo will manage for Customer. The service includes monitoring, and issues resolution. The service does not include the services required to develop new integrations or to implement changes to existing integrations. The list below is the integrations which have been defined. • Out-of-the-box integrations between Oracle Cloud modules, • US Bank P-Card to Oracle AP, • Commerce Bank Payments to Oracle AP, • Oracle AP to JP Morgan Direct deposit, • Oracle AP to JP Morgan Positive Pay, • Tyler Land Mgmt. to Oracle AR, • Central Square to Oracle AR, • ActiveNet Recreation to Oracle AR, • Pettrack to Oracle AR, • Tyler Land Mgmt. to Oracle Projects, • AssetWorks to Oracle Fixed Assets, • TeleStaff (Fire Dept.) to Oracle Time & Labor, • Oracle Payroll to PERS, • Oracle Payroll to PARS, • Oracle Payroll to CA457, • Oracle Payroll to Nationwide, • Oracle Payroll to ICMA-RC & ICMA-401A (MissionSquare Retirement), • NeoGov to Oracle HCM • Laserfiche

4. Service Entitlement – Operations, Service Desk, and Others

Column 1: Entitlement(s)	Column 3: Included / Not Included	Column 5: Description
Change Enablement Process	Included	Denovo shall adhere to its Change Enablement Process when implementing changes to the Services. Such changes may involve modifications to products or release levels used in the Services and may include the installation and implementation of Application Patches. The Change Enablement Process includes, at a minimum, providing advance notification to the Service Coordinator of the proposed change—detailing the work steps and the expected timetable; preparing a Change Management Plan that specifies the change, identifies the affected Services components, outlines testing procedures for both Denovo and Customer, includes a risk assessment, and details a recovery or back-out plan with risk mitigation measures; submitting the Change Management Plan to the Denovo Change Approval Board for approval prior to implementation; testing the change in non-production environments or, if not practical, during time periods approved by Customer; coordinating the implementation of the change with the Service Coordinator; verifying the successful completion of the change with the Service Coordinator; and posting the results of the change to Denovo's service management systems.
Service Management	Included	Denovo will create process documentation and procedures for the Services (the "Run Book"), which will be reviewed periodically or upon mutual written agreement by the parties and may be updated at Denovo's discretion. The Run Book will include, at a minimum, details on operational communication and processes between Customer and Denovo teams; procedures for Customer Support Services including reporting, escalation, and contact information; identification of key support roles such as Service Coordinators and Authorized Contacts; Service Desk logging, ticketing, management, and reporting; communication and coordination regarding the Change Enablement Process; and procedures for data protection, backup, and restoration. The parties agree that the Run Book will be materially complete within ninety (90) days after the 'go live' or conversion to Denovo Cloud Services Customer and Denovo shall also meet periodically at a managerial level or higher to review matters related to their relationship and this Service Description (referred to as "Service Reviews"). These Service Reviews will cover topics such as executive stakeholder alignment, performance and Customer goals review, the availability of Applications and Cloud Services, analysis of incident and service request trends, status updates on open professional services projects, recommendations for service improvements, discussions regarding Service Fees and charges, and pending renewal decisions. Unless waived at the sole discretion of Customer as indicated through email or other written means, the parties agree that the Service Reviews will begin ninety (90) days after the 'go live' or conversion to Denovo Cloud Services.
Service Desk Services	Included	Denovo shall provide a continuously staffed Service Desk that receives and addresses all incident reports, service requests, and other administrative matters in accordance with the Service Level Targets. For clarity, the Service Desk Services apply to all Entitlements elected by Customer under this SO. Through its always-staffed Service Desk, Denovo shall perform the following Service Desk Services: (a) Respond to incidents and service requests. (b) Collaborate with Customer to develop response and escalation criteria based on the ITIL framework and Customer's assessment or designation of impact and urgency. (c) Conduct incident management activities consistent with the mutually agreed processes and procedures. (d) Follow operator instructions provided by Customer to remediate alerts and incidents. (e) Escalate incidents to Customer personnel in accordance with an escalation matrix published by Customer and updated periodically.

Note: Denovo's Standard Operating Processes, Service Level Agreements, Service Level Credits, and Other Terms related to these Service Entitlements are further described in Exhibit B. Denovo's Implementation and Onboarding Plan is provided in the Exhibit C.

5. *Service Fees and Pricing*

a. During the Initial Term the minimum monthly Service Fee is $8,125 dollars plus any additional monthly Service Fees specified apply, respectively, on a monthly basis, to any usage for that month above those included Entitlements. The payment of $195,000 is due within thirty (30) days of Phase I Go-Live.

b. Customer will have the option to renew for two (2) one (1) year Successive Terms. If Customer selects to renew for a Successive Term the minimum monthly Service Fee is $16,250, plus any additional monthly Service Fees specified apply, respectively, on a monthly basis, to any usage for that month above those included Entitlements. The payment will be due as follows:

   a) 1st Successive Term - $195,000 due twelve (12) months post Phase I Go-Live.

   2nd Successive Term - $195,000 due twenty-four (24) months post Phase I Go-Live.

c. Customer will: (i) reimburse Denovo for all shipping, printing, copying, and other incidental services reasonably incurred by Denovo in providing the Services requested by Customer at cost; and (ii) pay Denovo, at agreed rates, for other additional expenses and services, including, but not limited to, travel (which shall be reimbursed based on Denovo's Travel Policy), hourly additional support or consulting services, remedy of Customer procedural use errors, additional telecommunications carrier charges provided by Denovo, all as may be agreed in advance by Customer and Denovo ("Other Charges") and in accordance with the MSA. Other Charges shall be payable monthly, in arrears.

d. All Application Service Fee prices shall increase annually as of each anniversary of the Effective Date by the percentage increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U. S. Department of Labor for U.S., for All Items with Base Years 1982-84=100 (the "CPI-U Index") over each such annual period. Those annual increases will be measured from the month for which the most recent index results are published at the time of adjustment.

IN WITNESS WHEREOF, Denovo and Customer have executed this SO as of the date set forth above.

City of Costa Mesa By:	**DENOVO VENTURES, LLC** By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A - Definitions

Definitions in This Exhibit may reference other definitions provided later in the Exhibit. For example, the definition of 'Application' refers to the definition of 'Compute Instance,' which appears below it.

General Definitions:

Application Patches. Updates or fixes that are installed to modify, repair, or enhance the functionality of the Applications within the Services.

Application(s): An "Application(s)" is defined as any non-operating system-related software running on a Compute Instance. Except for (i) the Denovo Management Stack, (ii) Denovo-provided Rental Software, or (iii) as otherwise explicitly stated in this SO, Customer is responsible for the installation, patching, security, licensing, and administration of all Applications.

Authorized Contact(s). The Customer employees designated by the Service Coordinator who have the requisite functional and procedural knowledge of the Applications. These individuals are authorized to submit issues and questions to Denovo under the Customer Support Services.

Change Enablement Process. The structured procedure established by Denovo for implementing changes to the Services, including modifications to products, release levels, and the installation of Application Patches.

Change Management Plan. A written document detailing the specific change to be executed, including the affected Services components, testing procedures by Denovo and Customer, a risk assessment, and a recovery or back-out plan with associated risk mitigation measures.

Cirtical Processing Period. A period identified by Customer (with a minimum of five business days' notice and a duration not exceeding 48 hours) during which Denovo will (i) alert its operations and support personnel, (ii) avoid scheduling maintenance or downtime, and (iii) expedite responses to incidents and service requests. This provision is intended for events outside the normal day-to-day work activities and is limited to four such periods per year.

Customer Components: "Customer Components" refers to all products, data, and content, including hardware and software, that Customer provides not being directly managed by Denovo.

Customer Support Services. Services that involve responding to Customer issues and questions regarding the functioning and use of the Applications and Cloud Services. These services are provided by Denovo during its specified business hours (6:00 AM to 5:00 PM, PST or MDT, Monday through Friday, excluding designated holidays) and do not include creating new functionality, establishing new business locations or units, or developing new reports, programs, or objects.

Denovo Change Approval Board. The committee within Denovo that reviews and approves the Change Management Plan prior to the implementation of any change.

Denovo Management Stack: The "Denovo Management Stack" refers to software that Denovo will install and maintain on Compute Instances to ensure security and management. The "Denovo Management Stack" includes antivirus software, monitoring agents, security agents, and other necessary components for managing and securing Customer's environment.

Immediate Control. Immediate Control is defined as Cloud Assets in Customer Tenancy or Denovo Provided Tenancy in which Denovo has direct and exclusive control. Immediate Control excludes i. Customer Components that Denovo does not manage, ii. Customer's desktop computer hardware, iii. Customer's network services which allow Customer to access the Application's in the Cloud Environment, iv. the delivery, performance, and functionality of Applications

software, support, and services provided by third party and Application software licensors, v. any Customer changes to a Cloud Assets or Cloud Environment for which they have administrative control.

Intentionally Blank. Intentionally Blank indicates an unused Section of this SO that is not applicable to Customer. It is left blank to keep the numbers consistent.

Maintenance Services Period. The specific hours and days, as agreed to by Customer and set forth in this SO, during which Maintenance Services are performed.

Maintenance Services. The maintenance activities performed by Denovo on the Applications using commercially reasonable and diligent efforts.

Patches. Vendor-provided patches that are implemented as part of Operations Services. Denovo deploys these patches in accordance with its Change Enablement Process within a commercially reasonable timeframe following their receipt.

Service Coordinator. The individual designated by Customer who is responsible for overseeing Customer Support Services. The Service Coordinator selects up to five Customer employees (Authorized Contacts) with substantial functional and procedural knowledge regarding the use of the Applications and is responsible for updating these designations as necessary.

Service Desk Services: The collection of actions performed by Denovo through the Service Desk, including responding to incidents and service requests, developing response and escalation criteria with Customer, performing incident management activities per agreed procedures, following Customer operator instructions, and escalating incidents per Customer's escalation matrix.

Service Desk. The facility provided by Denovo, staffed continuously (24/7), that receives and addresses all incident reports, service requests, and other administrative matters in accordance with the Service Level Targets.

Service Level Targets. The performance metrics and standards that govern the handling of incident reports, service requests, and other administrative matters received through the Service Desk.

Exhibit B - Standard Operating Procedures / Service Levels / Other Terms

Denovo's Standard Operating Procedures, Service Level Agreements, and Service Level Credits are defined below.

1. Customer Support Procedures

i. Authorized Customer users will communicate issues via phone or Customer Care Portal to the Service Desk by creating (or causing to be created) a support case. Each support case will be assigned a ticket number for tracking.

ii. At the time Denovo accepts a support case, Denovo will record an initial severity level of the support case based on the severity definitions included in the table below. Customer may reasonably increase the priority of incidents and service requests based on its assessment and explanation of the impact and urgency of those incidents and service requests.

iii. If, during the service process, the support case no longer warrants the severity level currently assigned based on its current impact on the production systems, then the severity level will be adjusted to the severity level that most appropriately reflects its current impact.

iv. Customers shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact and urgency to business processing on the production systems. Customer acknowledges that Denovo is not responsible for any failure to meet performance standards caused by Customer's intentional misuse or misassignment of severity level designations.

v. Denovo personnel receiving the support case will communicate with Customer promptly upon receipt that they have been assigned the Service ticket and are engaged to respond to and resolve the issue. This may result in the exchange of dialog / emails to further understand the issue. The support case will be worked according to Customer support tiers described below.

vi. Once a support case is resolved, it will be documented in the Service Desk and communicated to the individual who requested the support case. Customer will promptly use its reasonable efforts to confirm that the service case is resolved and, as appropriate, indicate to Denovo that the service case may be closed.

2. Service Level Agreement (SLA) – Service Desk Response and Resolution Target

i. Service Desk Services. The following Service Level Targets apply with respect to the following types of Service Desk Cases affecting Production Services, provided that the inability to access or use is not caused by a software failure or malfunctions or events which are outside Denovo's Immediate Control:

Issue Definition	Priority	Service Level Targets
The inability for a majority of the Named Users to access or use one (1) or more of the Applications through the Services for a period longer than five (5) consecutive minutes due to the failure of a Cloud Asset or component not caused by Customer's unauthorized or improper use. Customer and Denovo will participate in discussions regarding the cause and effect of each such incident to identify appropriate preventative, risk mitigation, and similar responsive measures.	Priority One (1)	Denovo (i) will respond to Customer within fifteen (15) minutes after Customer reports a Priority One (1) incident and (ii) will target resolution of the Priority One (1) incident within two (2) hours following that report.
The inability of more than one (1) Named User to access or use one (1) or more of the Applications through the Services for a period longer than five (5) consecutive minutes due to the failure of a Cloud Asset or component not caused by Customer's unauthorized or improper use or (ii) existing Application functionality does not operate properly for a critical Customer business function due to the failure of a Cloud Asset or component not caused by Customer's unauthorized or improper use.	Priority Two (2)	Denovo (i) will respond to Customer within one (1) hour after Customer duly reports a Priority Two (2) incident and (ii) will target resolution of the Priority Two (2) incident within eight (8) hours following that report.
The verified occurrence in which Service response time is slow, accessibility is materially restricted for a period longer than five (5) consecutive minutes, or existing Application functionality does not operate properly due to the failure of a Cloud Asset or component not caused by Customer's unauthorized or improper use.	Priority Three (3)	Denovo (i) will respond to Customer within twelve (12) hours after Customer reports a Priority Three (3) incident and (ii) target resolution of the Priority Three (3) incident within twenty-four (24) hours following that report.
A request for functional assistance with an application (subject to Customer Entitlements), or other requests related to the performance of the Services by Denovo, excluding administrative requests.	Priority Four (4)	Denovo (i) will respond to Customer within twenty-four (24) hours after Customer reports a Priority Four (4) incident and (ii) will target resolution of the Priority Four (4) incident within forty-eight (48) hours following that report.

ii. Service Desk Priority is based on Customer's good faith assessment of impact and urgency in accordance with the Issue Definition in the table above.

iii. All service requests will be entered as a Priority Four (4) and will be subject to Denovo scheduling the Service. Administrative requests will be responded to promptly by Denovo.

3. Service Level Agreement (SLA) – Cloud Application and Platform Services

For Cloud Services in Denovo Private Cloud the following Service Levels will apply.

i. Commencing at the conversion or 'go live' date (defined as the date Customer accepts the Services and those Services are materially used by Customer in production business operations) and provided that Customer remains in compliance with the terms and conditions of the MSA and this SO, Denovo will provide Customer with the Services in adherence with the Service Level Targets and procedures set forth herein.

ii. Commencing at Denovo's activation of Customer's environment but excluding any time during which the Services or any Services Resources are not available for Maintenance Services, Denovo will make available the Service(s) described in Service Orders of the time in any calendar month during the term of this SO ("Service Availability").

iii. Service Availability is calculated as the total number of minutes in the calendar month less the total number of minutes that the Applications are not available in that month, divided by the total number of minutes in the calendar month. For the absence of doubt this is:

$$\frac{\text{Total Minutes in Month} - \text{Minutes Not Available}}{\text{Total Minutes in Month}}$$

iv. The availability of the Services will be measured by commercially available and Denovo developed monitoring tools and utilities. This may include the ability to use the Services as required by the Applications including sample Applications transactions within the Services.

v. Specifically excluded from the number of minutes that the Applications are not available are (i) planned interruptions to the Services including any Maintenance Servies Period, (ii) reasons of Force Majeure (as defined in the MSA), (iii) items outside Denovo's Immediate Control (as defined below); (iii) time associated with any misuse of the Services by Customer or its authorized third parties, or (iv) time associated with a service interruption caused by an external security threat.

vi. "Service Availability" will incorporate and apply only to those resources, items, or events in Denovo's Immediate Control.

vii. Any periods of service interruption initiated by Denovo at the request or direction of Customer that require the Services to be temporarily unavailable are excluded from the calculation of the Service Availability.

viii. Following the end of each calendar month, Denovo measures the Service Availability for the preceding month as defined in this SO. Denovo will provide Customer with access to this information promptly, through our customer portal.

ix. This portal will provide metrics on system availability for the Services purchased under this SO. Upon Customer's reasonable request, Customer will have the right to receive (i) reasonably detailed existing Denovo Service Level reports and measurement data from Denovo, and (ii) additional Service Level data and reports, such as Customer may define and Denovo may have available.

4. Service Level Credits

In the event of a failure by Denovo to meet the Service Levels Service Order at Customer's request, Denovo shall provide Service Level Credits as follows:

i. First (1st) month of missed Service Availability: One (1) day's Service Fees for the applicable month for the affected Service.

ii. Second (2nd) consecutive month of missed Service Availability: Two (2) days' Service Fees for the applicable month for the affected Service.

iii. Third (3rd) consecutive month of missed Service Availability: Three (3) days' Service Fees for the applicable month for the affected Service.

iv. Fourth (4th) consecutive month of missed Service Availability: Four (4) days' Service Fees for the applicable month for the affected Service.

v. Fifth (5th) consecutive month of missed Service Availability: Five (5) days' Service Fees for the applicable month for the affected Service.

vi. Sixth (6^{th}) consecutive month of missed Service Availability: Six (6) days' Service Fees for the applicable month for the affected Service.

To receive a Service Level Credit Customer must request that credit in writing to Denovo Customer Support within thirty (30) days after the occurrence of the failure to meet the Service Level Target. Valid Service Level credit requests will be applied to Customer's next monthly invoice or, if timely requested after all invoices to become due hereunder have been paid, will be refunded by Denovo to Customer within thirty (30) days after receiving that valid request.

5. Other Terms

i. Any Change implemented by Customer that could affect the performance of Denovo's tools (i.e., management, monitoring, etc.) or Denovo's ability to monitor/manage/support the environment must be agreed to by both parties, in writing, prior to implementation.

ii. Customer shall advise Denovo of applicable regulatory requirements or obligations which may affect Denovo's provision of the Services.

iii. Denovo is not responsible for any interruption of the Services caused by other activities Customer directs, denial of Service attacks, national or worldwide incidents of computer viruses, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Denovo's other vendors), and other force majeure items as set forth in the MSA and/or this SO provided that Denovo utilizes commercially reasonable efforts under the circumstances to minimize the impact of the force majeure event on Customer.

iv. Customer will not use, or permit use of, the Services in a manner, which is (i) illegal; (ii) infringes the patent, copyright, trademark, confidential information, or intellectual property rights of a third party; or (iii) violates general standards of behavior on the Internet, collectively "Service Misuse". Customer shall be responsible for any such Service Misuse and indemnify Denovo, its employees, affiliates, agents, licensors, suppliers, and subcontractors against any liabilities arising from or relating to any such Service Misuse.

v. Customer's system will have potential security vulnerabilities, even with the Services, including, but not limited to, the vulnerability of Customer's network or systems to (i) access by persons within Customer's organization which exceeds the authority granted to such persons; (ii) snooper attacks by persons granted access by Customer to its network to obtain and misuse access codes, passwords and other data; (iii) physical access to equipment at Customer sites; and (iv) access to passwords and similar information that is written down or otherwise not afforded an appropriate level of protection by Customer. Denovo does not guarantee that the Services will eliminate all risk or prevent damage from network or system security breaches such as the above.

vi. Customer will supply Denovo personnel with reasonable accommodations and any physical or online access to any Customer facilities, personnel, locations, or networks as reasonably necessary to perform the Consulting Services. If it becomes necessary for Denovo personnel to be on-site at a Customer location, Denovo will give Customer advance notice. Denovo will obey, and will ensure that all Denovo personnel obey, whenever on site at any Customer location or any other facility that is owned, leased, or operated by Customer or any of its affiliates, all lawful, reasonable, and applicable rules and regulations as well as Customer's reasonable policies, standards, and procedures, as such policies are communicated in writing by Customer to Denovo from time to time. The Customer will have the same obligations with regard to its personnel on Denovo premises. Such rules and policies will not operate to materially change the terms of this SO. Denovo and Customer will each designate a point of contact for the Consulting Services and will work together to detail necessary project plans and approaches. Notwithstanding any other provisions herein, Customer acknowledges that Denovo's ability to provide the Consulting Services is likely to be

affected if Customer does not provide the necessary access and assistance, and Denovo shall have no liability for any delays or cost increases caused by Customer's failure to provide such access and assistance.

vii. Customer is responsible for all third-party software licensing and maintenance and agrees to comply with all applicable third-party end-user license agreements.

viii. If it is necessary for Denovo to provide Time and Materials ("T&M") Services for additional Customer network discovery, the Denovo Professional Consulting Services group will provide a separate Statement of Work that defines timelines, tasks and the services rate per hour required to complete the work.

ix. This SO outlines the full breadth of Services to be provided by Denovo to Customer. Any omission of pre-requisites or need for additional services shall result in a Change Order Request, or support will be best effort on a next business day basis.

x. Any requested Change to Customer's environment once it has been implemented may be subject to additional fees.

xi. Additional Services may be added or deducted via the Change Order Request process as defined in the MSA.

xii. This SO does not include any travel or out-of-pocket expenses, if required, to Customer's facility.

Exhibit C – On-Boarding

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ATTACHMENT 5

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at https://www.oracle.com/contracts/cloud-services.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at https://www.oracle.com/contracts/cloud-services.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at https://www.oracle.com/contracts/cloud-services and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at http://www.oracle.com/contracts/hardware. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at http://www.oracle.com/contracts/hardware), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device**"** is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations (“export laws”) of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at http://www.oracle.com/contracts/cloud-services.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software**" means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

20.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. "**Your Content**" means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Company Name: City Of Costa Mesa

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Oracle America, Inc.

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Agreement No.: US-CSA-FEC-80525056

REQUEST FOR PROPOSAL

RFP NO. 24-07

FOR

Enterprise Resource Planning (ERP) System &
Professional Implementation Services

Finance Department

CITY OF COSTA MESA

Released on February 14, 2024

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REQUEST FOR PROPOSAL
FOR
Enterprise Resource Planning System &
Professional Implementation Services

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for services for the Enterprise Resource Planning System & Professional Implementation Services for the City of Costa Mesa Finance 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 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $180.3 million and a total budget of over $234 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 checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1.1 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).** 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 the 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.

1.2 Schedule of Events

This Request for Proposal shall be governed by the following schedule:

Event	Date & Time
Release of RFP	February 14, 2024
Mandatory Pre-Proposal Conference	February 23, 2024, at 1:30 pm
Deadline for Written Questions	February 29, 2024
Responses to Questions Posted	March 11, 2024
Proposals Due	**March 22, 2024, at 5:00 pm**
Interviews & Demonstrations	March/April 2024
Approval of Contract	March/ April 2024
Project Start	April/ May 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 **February 23, 2024 at 1:30 pm** in Community Room at City Hall, 77 Fair Drive, Costa Mesa, CA 92626, virtual meeting will be available via ***ZOOM***. 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.

1.3 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 following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

a. The Proposer shall provide documentation showing that the proposed software has been successfully installed in a minimum of ten (10) public sector organizations similar in size and complexity as the City.

b. The Implementation Firm for the proposed solution(s) shall provide documentation showing that it has a minimum of ten (10) years of experience in implementing the proposed solution(s) in a minimum of ten (10) public sector organizations similar in size and complexity as the City.

c. The Software Firm for the proposed software solution(s) and the Implementation Firm shall not have filed for bankruptcy protection during the past five (5) years.

d. The Software Firm and the Implementation Firm shall provide letters stating that each is a party to the proposal and that the implementation firm is certified to implement the proposed software.

1.4 Background

The City of Costa Mesa is seeks to procure and implement a robust and contemporary Enterprise Resources Planning (ERP) System that will replace the existing Peoplesoft ERP. The existing system is approximately 15 years old and provides a host of mission critical functionality, but City staff must supplement the lack of key features, functions and reporting capabilities with standalone applications and custom programming.

Figure 1.4.1: Existing Peoplesoft Software

	Software	Module	Version	
	Finance			
1	Peoplesoft	General Ledger	v 7.51	PS GL
2	Peoplesoft	Budget	v 7.51	PS Budget
3	Peoplesoft	Accounts Payable	v 7.51	PS AP
4	Peoplesoft	Accounts Receivables	v 7.51	PS AR
5	Peoplesoft	Finance	v 7.51	PS Finance
6	Peoplesoft	Analyze	v 7.51	PS Analyze
7	Peoplesoft	Accounts Purchasing	v 7.51	PS Purch
8	Peoplesoft	Voucher	v 7.51	PS Voucher
9	Peoplesoft	Inventory	v 7.51	PS Invent
	Human Resources			
10	Peoplesoft	Accounts HR Management	v 8.8 sp1	PS HRM
11	Peoplesoft	HCM	v 8.8 sp1	PS HCM
12	Peoplesoft	Payroll	v 8.8 sp1	PS Pay

Figure 1.4.2: Existing Related Software

	Other Supporting Software		Version
13	Crystal Report	Crystal Reports Server	v 2013
14	MS Excel	Excel Fiscal Analysis	M365
15	MS Excel	Excel Table of Organization	M365
16	MS Excel	Excel Position Hist. Tracking	M365
17	MS Outlook	Email	M365
18	Laserfiche	Enterprise Content Management	11.2
19	Acrobat	PDFs	DC 2023
20	Tyler	InterGov Land Management System	2023.1

21	Microsoft Edge (Chromium)	Internet Browser (64Bit)	110.0.1587.46
22	Microsoft Power BI	MS Power Business Intelligence	2.102.683.0
23	AssetWorks	Asset Management	22.1.1
24	Socrata	Open Government Transparency	Latest Version
25	Quadrant	POS Payment Processing	Latest Version
26	GovernmentJobs.com	NeoGov Learn, Onboarding, Perform	Latest Version
27	ActiveNet	POS Payment Processing	Latest Version
28	Various Third-Party Reporting Tools	SSRS, Insight, etc.	Latest Version

The ideal proposed system will provide required functionality for financials and human resources. The City desires a single integrated solution; however, all system solutions will be objectively considered.

1.5 Scope of Work

The City desires an enterprise system that has the flexibility, reliability, redundancy and capability to meet current and future business functions and integrates those functions into a single computing environment. Proposers should prepare their proposals based on addressing the business functions that are listed in Appendices F, G, H, I and K. The City reserves the right to negotiate changes (including additions and deletions) to this list of functionalities as the scope and cost of the project evolves.

Proposers are requested to break the implementation and related costs into the phases identified below. It is the City's intent to adopt industry best practices and standards wherever feasible in order to minimize the customization and configuration that is required to implement and maintain the various components of the proposed ERP solution. The City seeks a software solution that provides an Evergreen software pricing approach, where the City will never have to pay for a software upgrade.

Figure 1.5.1: Number of End Users

	Organization	No. of Staff
1	Finance	25
2	Human Resources	12
3	Information Technology	20
4	All City Staff	690

Phased Deployment: The City anticipates the ERP system will be implemented in two phases. This will serve to prioritize the application software most needed and reduce the risk of failure, e.g., budget change orders, schedule overruns, or a lack of end user acceptance. Deployment will include software installation and configuration, testing, staff training, report development, data migration, systems interface development and technical support after system cutover.

Phase 1: HR/Finance GL Applications
Phase 1 will consist of HR application modules and one Finance module, General Ledger & Payroll. Proposer will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

HR Application Software	Financial Applications
• Benefits	• General Ledger
• New Hires	• Payroll
• Position Budgeting	

Phase 2: Finance Applications
The Phase 2 deployment will consist of finance application modules. Proposers will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

- General Accounting
- Accounts Payable
- Accounts Receivable
- Treasury
- Year End Closing
- Contract Management
- Store Inventory
- Budgeting
- GASB34 Reporter
- Project Accounting
- Fixed Assets
- Purchasing

1.6 Requirements

In 2019 ThirdWave Corporation developed the City's IT Strategic Plan, and in 2020 the firm was retained to assist with the procurement of an Enterprise Resource Management (ERP) system to replace the City's current ERP system.

1.6.1 Business Process, Functional & Technical Requirements

The City has invested considerable financial and human resources towards developing a complete and comprehensive set of functional and technical requirements. Sixteen (16) As-Is and To-Be business Rapid Workflow® process mapping workshops were held with City business process owners and subject matter experts, in addition to other commonly used needs assessment techniques. **Appendix K, Rapid Workflow® As-Is & To-Be Process Maps**, provides the business process maps indicating existing business bottlenecks and PeopleSoft deficiencies the proposed RFP is intended to mitigate.

Over one-hundred ninety-three (193) business challenges related to the current ERP system were articulated during the needs assessment project. Requirements address business process improvement, enhanced operations and enhanced service delivery to city customers. Over 600 functional requirements were identified. **Appendix F, Business Process Functional Requirements**, provides an Excel form to be filled out and included as an Excel file (.xlsx) in proposal responses.

1.6.2 Reporting Requirements

Business process owners identified 150 reports in the As-Is and To-Be Rapid Workflow® business process mapping workshops. **Appendix G, Reporting Requirements**, provides an Excel form to

be filled out and included as an Excel file (.xlsx) in proposal responses. Note the number of reports included in the cost proposal.

1.6.3 Interface Requirements

The needs assessment project also identified interface requirements needs that will involve several systems including the existing ERP and Excel tables. There are currently more than twenty-two (22) internal and external interfaces that will need to be addressed with the deployment of a new ERP. **Appendix H, Interface Requirements**, provides an Excel form to be filled out and included as an Excel file(.xlsx) in proposal responses.

1.6.4 Data Migration Requirements

The needs assessment also identified data conversion needs that will involve several existing databases in SQL, Oracle PeopleSoft, and Excel. **Appendix I, Data Migration Requirements**, provides an Excel form to be filled out and included as an Excel file (.xlsx) in proposal responses, including the following:

- All payroll data
- 10 years of data for all other modules

Vendors shall describe their data conversion methodology, process, typical iterations and City and Vendor activities and responsibilities for achieving 100% complete data conversion. The data conversion scope of work will not be considered complete until all (100%) required data has been successfully migrated.

1.6.5 System Requirements

1. Graphical User Interface

   The proposed ERP will provide a contemporary and consistent Graphical User Interface (GUI) with logical menus, intuitive navigation, and consistent visual cues (pull downs, checklists, check boxes, etc.). The GUI will support a consistent user experience across all major browsers. The implemented system will provide a navigation that conforms to industry best practices, across all modules including consistent use of good keyboard shortcuts, keyboard form navigation, standardized form validation, and standardized use of lookup and search screens, dropdowns, and pop-ups, tooltip text, icons, etc.

2. Web Portal

   The proposed ERP system will provide the option of implementing a Web Portal that incorporates a single point of personalized, unified access to applications, content, processes, and people that integrates content and applications, including a unified, collaborative workplace; transactional features (E-Commerce) security, search, and workflow. A secured (SSL) internal and external internet access portal would be required. All external facing portal solutions, for employees and the public, shall provide dual factor authentication.

   The Web Portal will be based on a Service-Oriented Architecture (SOA) framework for building distributed systems that deliver application functionality as services to either end-user applications or other services. These services should be defined as web services using

middleware (enterprise service bus (ESB)) integration tier for routing and logging to other services.

3. Archiving
   a. The implemented system shall provide on-line access to the current year plus seven (7) previous years of summary and line-item detailed data retained in the system, and shall provide archive capabilities thereafter.
   b. The implemented system shall provide the ability for users to selectively copy and/or archive system data to external storage media (e.g., CD-ROM, Digital Video Disk (DVD) based on user-defined number of years or other user-defined criteria and the evolution of the external data storage industry.
   c. The implemented system shall provide a process to purge archived documents/data.

4. Middleware & ESB (Enterprise Service Bus)
   The proposed ERP system will provide a middleware tier that connects software components or applications that consists of a set of services that allows multiple processes running on one or more machines to interact across the network. It includes web servers, application servers, and similar tools that support application development and delivery and is based on a SOA framework that is defined by ESB, XML, SOAP, REST, Web services, APIs, RPCs, BPEL, etc.

5. Reporting and Business Intelligence (BI)
   The implemented system will provide a reporting and business intelligence (BI) module that provides the City with the ability to make educated and relatively fast decisions due to the availability of reliable and easy to digest information.

   The implemented system BI module functionality will include a decision support system driven by an underlying data warehouse. The data warehouse feeds management with real-time data to ad hoc reports, online charts and tables, as well as graphical dashboards that offer a host of information in the form of financial reports, scorecards, and key performance indicators including alerts and notifications that enable staff to focus on exceptions as well as on routine or steady-state operations.

   All reports and outputs should be compatible with MS Office 2019/365, CSV, TXT & PDF formats natively.

6. Interfaces
   The Proposer shall provide system interfaces for internal and external applications and databases. Additional technical information about interfaces is included in Appendix H, Interface Requirements.

7. Security
   The implemented system shall provide security by groups and individual users. Security must include minimum inquiry, add, update, and delete levels. Security may apply to the screen, processes and secured data items. This security must be enforced across all modules and queries, even those coming from an external source (i.e., reporting tool). Security functionality includes user/job role-based access, authentication (account management, password management and other account related activities) and single-sign

on, mobile device business application access, database access security, etc., utilizing LDAP (Lightweight Directory Access Protocol) which supports single sign-on, account management, authentication, password policy, and access control services.

8. Redundancy, Backup and Disaster Recovery

Hardware Redundancy

a. The Proposer shall include a recommendation for hardware infrastructure that can support high availability, load tolerance, real-time failover, as well as integration into an offsite disaster recovery infrastructure.
b. The disaster recovery recommended solution shall include a complete offsite server and networking installation that has the capability to roll from the primary site to this offsite location within a 24-hour recovery window. This roll over shall include all applications and data.

Backup and Disaster Recovery

a. Software crash tolerance: Servers and client software should maintain its integrity in case of power failures and abrupt shutdowns.
b. Cloud DR site and storage updates in the event the City system fails, the vendor will provide a process and services to stand up the failed system, including the cost for doing so.
c. Immutable Backups: The proposed solution will provide immutable backups, backup files that cannot be changed or deleted for any reason whatsoever, and shall be safe from new ransomware infections after the backup has been created, and non-malicious data loss threats such as accidental file deletions and backup file overwrites.
d. Provide 'Hot Fix' programming support in the event of a significant software bug, prior to the next scheduled software release.
e. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
f. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
g. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.

9. Service Levels: Performance, Scalability, Availability

   The proposal will meet or exceed the following system and service levels:
   a. Recommend the hardware to handle the average transaction load with an average CPU utilization of no more than 35% - 40% of the CPU capacity. The peak CPU utilization shall never exceed 70% of CPU capacity at any given time.
   b. The average transaction on the server needs to occur on average less than one second. The response time for the most common requests to reach a user shall not exceed 3 seconds.
   c. Maintain 99.99% availability — including planned maintenance.
   d. Track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
   e. Complete all simple, single-screen online inquiry transactions in under one second, during peak usage.
   f. Complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.
   g. Recommend a window for batch processing in terms of the business cycles and minimal end-user usage (i.e., the windows you anticipate the system workload to be low).

10. System Architecture

    The proposal will meet or exceed the following system architecture requirements:
    a. Employ multi-tier system architecture.
    b. Provide all screens, reports and transactions through a Web browser.
    c. Provide a graphical user interface (GUI).
    d. Provide easy deployment to desktops, i.e., deployment tools to push or pull software to the desktop.
    e. Provide user-defined: exits, tables, fields, screens, reports, forms, shortcut keys, menus, business rules, and workflows.
    f. Provide application and system configuration tables accessible within all modules.
    g. Provide customizable user interfaces, including ability to customize menus and forms, and by user.
    h. Provide the ability to schedule automatic job scheduling (i.e., batch jobs, billing, etc.) and automatically notify staff when a job ends successfully or unsuccessfully.
    i. Accommodate background (batch) jobs concurrently with online updates.
    j. Provide data and transaction logic validation through the use of centralized or distributed business rules.
    k. Provide support for inter-process communication including, but not limited to, the following: Attachment of standard object types in an object library; cut and paste capability from data fields and screens to other applications.
    l. Provide the ability to attach imaged documents.
    m. Provide the ability to attach scanned documents to database objects.
    n. Support mass changes to definable groupings of transactions.
    o. Support effective dating for transactions and table updates, including both future and retroactive changes.
    p. Provide the user with the ability to drill down from a transaction view to the respective and supporting source record view regardless of module source.
    q. Provide the ability to facilitate upgrades to future operating systems, database and other software upgrades.
    r. The Proposal shall describe the overall application development tools to be used in the systems integration services for the City's selected Software Solution.

11. Database Architecture

The proposal will meet or exceed the following system architecture requirements:

a. Utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table and file maintenance.
b. Lock database records based on the City's parameters (e.g., at row level, field level, or at the application level).
c. Provide graphical data modeling, entity relationship diagram (ERD), data definition and data dictionary components, including but not limited to business definitions and technical definitions for data elements.
d. Accommodate separate instances of databases.
e. Support online modifications to database structures with minimal user downtime.
f. Allow for data replication including, but not limited to, copying an instance of any database to other City specified locations (i.e., Storage Area Network (SAN)).
g. Provide the ability to set up log event triggers to automatically notify administrator when a user-defined database condition or set maximum/minimums are exceeded.
h. Provide the ability for the administrator to track user behavior as well as database utilization.
i. Provide standard data extraction API to allow import and export of data.
j. Provide documented best practices including but not limited to optimum database configuration, client maintenance and change control.
k. Provide for integration into Microsoft SQL Server 2019 Enterprise Reporting Services

II. GENERAL INSTRUCTIONS AND PROVISIONS

2.1 Proposal Format Guidelines

Interested entities or contractors are to provide the City a Proposal using the following guidelines: Proposal should be typed using a 11-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 "layperson" explanations of technical terms 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:

Section 0: Proposal Cover

A proposal cover shall include the name of the procurement: Request for Proposal: Enterprise Resource Planning System & Professional Services, the due date: ***March 22, 2024***, company name, and address.

Section 1: Cover Letter

A cover letter, not to exceed three pages in length, should provide an executive summary of 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.

Section 2: Table of Contents
Provide a table of contents of the proposals with all pages sequentially numbered.

Section 3: Checklist: Proposal Content, Appendices and Forms
As a convenience to Proposers, a list of proposal submittal requirement, appendices and forms, is provided in **Appendix C** in this RFP, which should be included with Proposals.

Section 4: 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.

Section 5: Qualifications & Experience
Describe the qualifications and experience of the organization or entity performing services/projects within the past ten (10) years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

5.1 Corporations, Partnership or Joint Venture
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.

If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

5.2 Businesses Under Another Name
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.).

5.3 Businesses in California
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.).

5.4 Years in Business
How many years have you been in business under your present business name?

5.5 Customer References
The City considers references for both the software and implementation Proposers (if different) to be important in its decision to award a contract. Implementation firms should provide at least four (4) client references for cities of similar size and complexity which have utilized the proposed system (including the proposed software version) in a comparable computing environment. References should be for fully completed (live) installations.

All references provided may be contacted during the selection process. The City will not work through a Proposer's Reference Manager to complete a reference. The names and phone numbers of the project manager for each reference should be listed. Failure to provide this information may result in the Proposer not being elevated to software demonstrations. Proposer hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. The City will attempt to contact the reference twice and then will ask the primary contact in the Proposer's proposal for assistance. If the City fails to make contact with the reference after a third try, the reference will be considered as a "no response" in the evaluation and scored accordingly. Client reference information should include the following:

- Customer
- Project Name
- Client Contact Information:
  - Project Manager
  - Title
  - Address
  - Email Address
  - Telephone Number
- Project Description
- Total project cost: Implementation, Software, Maintenance cost breakdown
- Start and Completion Dates

5.6 Community Participation & Contributions

The City 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.

Section 6: ERP Technical Proposal

The Proposer should present, in detail, features and capabilities of the proposed application software.

6.1 Proposed System Architecture

Provide a description of the following:

1. A description of the proposed ERP solution architecture, including a diagram or figure, as appropriate.
2. The recommended application server infrastructure.
3. The extent that the proposed ERP suite of applications utilizes service-oriented architecture (SOA) or other integration functions. Describe your suggested approach and foundation for governance of the environment both during implementation and in maintenance.
4. Describe key decision criteria such as transaction volume, real-time redundancy, failover, disaster recovery, and system distribution characteristics.
5. Describe the optimal and minimum database requirements.
6. Describe any required/suggested integration methodologies (i.e., composite application integration, middleware integration, data integration) that support the operation of your system.

6.2 Hardware and System Software

Provide a description of the following:

1. Recommended configuration of the hardware environment including hardware specifications.
2. Recommended description of the required system software.
3. Platforms and Storage, describe suggested/typical approach for failover and scalability of the system through application server clustering, load balancing, mirroring and associated technologies or approaches.
4. Back-up and Recovery, describe the back-up and recovery methods, including available back-up tools and real-time redundancy for the software. Describe the recovery expectations in your proposal.

6.3 Application Software

The Proposer will provide a description of the features and functions provided by each proposed ERP, as it corresponds to the functionality requirements identified in Appendix F of this document. Provide a description of the following:

1. Describe each ERP solution/modules, including administration/development tools, security, upgrade tools, reporting and analytic tools.
2. Describe each Electronic Content Management System solution/modules, including administration/development tools, security, upgrade tools, reporting and analytic tools.
3. Describe how modules are fully integrated (part of the base software).

6.4 Third-Party Software

Provide a description of the following:

1. All proposed third-party software. Include a statement for each third-party software and whether the Proposer's contract will encompass the third-party product and/or whether the City will have to contract separately with the third-party firm for the product.
2. Degree of functional integration, shared security and workflow, and interface methodologies.
3. A specific disclosure of any Open-Source software being proposed as part of the overall ERP solution, and which type of licensing this software is governed by.

Detailed information will be provided in the spreadsheet provided in Appendix F, Business Process Functional Requirements.

6.5 ERP Cloud Computing Hosting/Help Desk Options

Provide a description of the following:

1. Optional cloud computing/ hosted solutions.
2. Hosting services, managed services and disaster recovery services at the Proposer's sites.
3. Temporary hosted application as part of the design and implementation phases.

Section 7: Implementation Approach & Workplan

Provide a detailed description of the approach and methodology that will be used to fulfill the requirements listed in the Scope of Work of this RFP. The section should include:

7.1 Project Approach & Methodology

Describe the overall project implementation methodology, including project phases, implementation best practices, roles and responsibilities on each task (Proposer and City), Change Control, tools or models that your firm uses for identifying best practice implementations.

7.2 Project Communications

Describe the overall process for project meetings, meeting minutes, agendas, action items, schedule of reports (i.e., quarterly or monthly), as well as the communication chain during the project.

7.3 Project Management

Describe the overall best practice project management methodology that will be employed for the ERP implementation. Describe the specific techniques and activities that will be used to ensure the successful delivery. The project management method should reflect the City's unique project, systems, and organization -- not simply quote the PMBOK methodology.

7.4 Scope of Work, Deliverables & Assumptions

Provide a detailed description of the proposed scope of work reflecting a logical, best practice work plan your firm will undertake to achieve client satisfaction and satisfy the requirements of this RFP. The scope of work should reflect a detailed Work Breakdown Schedule (WBS) illustrating project phases, tasks, sub-tasks, deliverables and assumptions. This section will provide a work plan **reflecting the WBS** for the following typical project tasks. Given the critical importance of sufficient project planning and management on ERP deployments, proposals that do not provide a WBS may be deemed unresponsive.

The Proposer may propose different means, methods and procedures than those shown below, e.g., your proprietary approach, if it feels an alternate approach might prove more effective and increase the success of the ERP implementation.

- Project Management
  - Must have experience with government installations and processes.
  - Must be in business for 10 or more years.
  - Must have previous migration experience (from one ERP to another).
  - Must have Staff capability, capacity and resources to implement solution.
    - Must have a named dedicated project manager and a backup project manager.
    - Must have a named dedicated implementation manager and a backup implementation manager.
- Design
  - System Environment (Development, Test, Production)
  - Software Configuration (ERP, ECMS, Third-Party)
  - Data Conversion Plan
  - Integration

- Development
  - Software Installation and Configuration
  - Data Conversion
  - Report Development
  - Integrations/Interfaces
- Testing
  - Test Plans
  - Functional and Technical Test Scripts
  - Unit, Integration, and Regression Testing
- Documentation
  - System Documentation
    - Including, but not limited to,
      - System installation, configuration, end user privilege and security level definitions.
      - Reports: Provide system report documentation on how to write reports.
  - End User Documentation
      - Application Software: including role-based documentation tailored to each business process automated in the system implementation.
- Training
  - System Administration
  - End User Training
- Quality Assurance Review Process
- Disaster Recovery Plan
- System Operations Knowledge Transfer
- System Deployment/Go-Live
- Change Management Plan
- On-Going Support and Maintenance
- Warranty and Maintenance

The successful Proposer shall be responsible for the implementation and the satisfactory performance of any third-party software included in the Proposer's proposal. A proposal should describe any products, features or other value-added components recommended for use with the proposed system that have not been specifically requested in this RFP.

The Proposer's work plan will be closely reviewed to confirm that the Proposer understands and effectively applies proven best practices. Per PMBOK best practices, the numbering of phases, tasks and subtasks in the Proposer's Scope of Work should match those in the Project Schedule and Cost Proposal.

7.5 Data Migration Plan

Provide a comprehensive Data Migration Plan in accordance to the data migration requirements described in Appendix I. The Data Conversion Plan should be tailored and written to reflect our existing database environment. The data migration plan, at minimum, should address the following:

1. Proposers database Entity Relationship Diagram (ERD)
2. Conversion approach
3. Roles of the Proposer

4. Roles of the City
5. Conversion techniques
6. Testing processes/methodology
7. Data validation procedures
8. Data extraction
9. Digital format
10. Frequency
12. Data cleanup requirements

7.6 Ongoing Technical Support

Describe the ongoing technical support options proposed by provided by the Proposer. This should include all software (ERP and Third-Party) identified in the Proposer's proposal. Address the following:

1. Post-implementation support (e.g., number of months of on-site support after Go-Live).
2. Telephone support (e.g., toll-free support hotline, hours of operation, availability of hotline twenty-four (24) hours per day and seven (7) days per week). Include the geographic location of the telephone support staff.
3. Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
4. Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
5. Define automatic process for missed Service Level Agreements (SLA) for Support and compensation to the City for not meeting SLA for Support.

7.7 Warranty and Maintenance

Describe the warranty and maintenance options proposed by the Proposer. This should include all software (ERP and Third-Party) identified in the Proposer's proposal.

1. Delivery method of future upgrades and product enhancements.
2. Historical frequency of upgrades by module.
3. Problem reporting and resolution procedures.
4. Bug fixes and patches.
5. Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

7.8 Detailed Project Schedule

The Proposer will provide a detailed MS Project Schedule (or similar) reflecting all phases, tasks, subtasks, deliverables, key milestones, task durations; start and completion dates; and tasks City staff will be required to perform. Project schedule assumptions made by Proposer should also be noted on a separate page following the Project Schedule. Failure to provide this information may deem a proposal as non-responsive and result in the Proposer not moving to the next stage in the evaluation process. Per PMBOK best practices, the numbering of phases, tasks and subtasks in the project schedule should match those of the Proposer's Work Plan and Cost Proposal.

7.9 Specific Tasks to be Carried out by City Staff

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.

7.10 Additional Innovative/Creative Approaches
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.

Section 8: Financial Capacity
The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

Section 9: 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 and in the eventuality that key personnel leave the organization, have defined a succession plan to replace those assets. Vendors shall minimize disruptions to the project schedule and make sure new staff assigned to the project are up to speed on the project prior to assigning them. Vendor is responsible for mitigating project disruptions and promoting continuity.

9.1 Project Organization Chart: Provide a project organization indicating the anticipated Proposer and City project staffing required for a successful ERP implementation.

9.2 Roles and Responsibilities of Project Team: Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the role and responsibility to be performed by each.

9.3 Project Team Resumes: Include resumes or curriculum vitae of each proposed 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.

Section 10: Cost Proposal
Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix J. Cost Proposal spreadsheet. The cost Proposal shall be for an enterprise site license and be valid for a minimum of 180 days following submission. **The City shall not pay for software maintenance until and when the software or software module has gone live.**

Section 11: 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.**

Section 12: 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 2.12, Conditions to Agreement of this RFP below.

2.2 Process for Submitting Proposals

2.2.1 **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

2.2.2 **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.

2.2.3 **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:

2.2.4 **Forms to Accompany Proposal:** Appendix C, Checklist: Proposal Content, Appendices and 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.

2.2.5 **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis

2.2.6 **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format* ***via the planetbids.com website not later than 5:00 p.m. (P.S.T) on March 22, 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.*

2.2.7 **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than ***February 29, 2024, at 5:00 p.m***. The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be via Planetbids. 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 Purchasing Staff 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.

2.2.8 **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.

2.2.9 **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents within ten (10) days of City notification, unless otherwise specified in the solicitation:

Insurance - City requires that licensees, lessees, and proposers 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).

2.3 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 criterion may also be considered even if not specified below.

Figure 2.3.1: Evaluation Criteria

	Criteria	%
1	Compliance with RFP Specifications	10%
2	ERP Solution Functionality & Architecture	20%
3	Qualifications of the Firm	20%
4	Implementation Methodology	20%
5	Project Manager & Staff Experience	20%
6	Cost Proposal	10%

2.4 Evaluation of Proposals and Selection Process

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal

in which a Proposer's approach, 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/ demonstrations, if held, are tentatively scheduled March/April 2024 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. 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.

2.5 Protests

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing

Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

2.6 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.

2.7 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.

2.8 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.

2.9 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 D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

2.10 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.

2.11 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 D**.

2.12 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 Professional Service 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.

2.13 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 D**.

2.14 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

The City desires an enterprise system that has the flexibility, reliability, redundancy and capability to meet current and future business functions and integrates those functions into a single computing environment. Proposers should prepare their proposals based on addressing the business functions that are listed in Appendices F, G, H, I and K. The City reserves the right to negotiate changes (including additions and deletions) to this list of functionalities as the scope and cost of the project evolves.

Proposers are requested to break the implementation and related costs into the phases identified below. It is the City's intent to adopt industry best practices and standards wherever feasible in order to minimize the customization and configuration that is required to implement and maintain the various components of the proposed ERP solution.

Figure 1.5.1: Number of End Users

	Organization	No. of Staff
1	Finance	25
2	Human Resources	12
3	Information Technology	20
4	All City Staff	690

Phased Deployment: The City anticipates the ERP system will be implemented in two phases. This will serve to prioritize the application software most needed and reduce the risk of failure, e.g., budget change orders, schedule overruns, or a lack of end user acceptance. Deployment will include software installation and configuration, testing, staff training, report development, data migration, systems interface development and technical support after system cutover.

Phase 1: HR/Finance GL Applications
Phase 1 will consist of HR application modules and one Finance module, General Ledger. Proposer will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

HR Application Software	Financial Applications
• Benefits	• General Ledger
• New Hires	• Payroll
• Position Budgeting	

Phase 2: Finance Applications
The Phase 2 deployment will consist of finance application modules. Proposers will be asked to structure the proposal, and this phased approach, in their project plans, consisting of technical proposal, proposed schedules, and cost proposals, accordingly.

- General Accounting
- Accounts Payable
- Accounts Receivable
- Store Inventory
- Budgeting
- GASB34 Reporter

- Treasury
- Year End Closing
- Contract Management
- Project Accounting
- Fixed Assets
- Purchasing

1.6 Requirements

In 2019 ThirdWave Corporation developed the City's IT Strategic Plan, and in 2020 the firm was retained to assist with the procurement of an Enterprise Resource Management (ERP) system to replace the City's current ERP system.

1.6.1 Business Process, Functional & Technical Requirements

The City has invested considerable financial and human resources towards developing a complete and comprehensive set of functional and technical requirements. Fifteen (15) As-Is and To-Be business Rapid Workflow® process mapping workshops were held with City business process owners and subject matter experts, in addition to other commonly used needs assessment techniques. Appendix K, Rapid Workflow® As-Is & To-Be Process Maps, provides this information.

Over one-hundred ninety-three (193) business challenges related to the current ERP system were articulated during the needs assessment project. Requirements address business process improvement, enhanced operations and enhanced service delivery to city customers. Over 600 functional requirements were identified. **Appendix F,** Business Process Functional Requirements, provides an Excel form to be filled out and included **as an Excel file** in proposal responses.

1.6.2 Reporting Requirements

Business process owners identified 150 reports in the As-Is and To-Be Rapid Workflow® business process mapping workshops. **Appendix G**, Reporting Requirements, provides an Excel form to be filled out and include **as an Excel file** in proposal responses. Note the number of reports included in the cost proposal.

1.6.3 Interface Requirements

The needs assessment project also identified interface requirements needs that will involve several systems including the existing ERP and Excel tables. There are currently more than twenty-two (22) internal and external interfaces that will need to be addressed with the deployment of a new ERP. **Appendix H**, Interface Requirements, provides an Excel form to be filled out and include **as an Excel file** in proposal responses.

1.6.4 Data Migration Requirements

The needs assessment also identified data conversion needs that will involve several existing databases in SQL, Oracle PeopleSoft, and Excel. **Appendix I**, Data Migration Requirements, provides an Excel form to be filled out and included **as an Excel file** in proposal responses, including the following:

- All payroll data
- 10 years of data for all other modules

Vendors shall describe their data conversion methodology, process, typical iterations and City and Vendor activities and responsibilities for achieving 100% complete data conversion. The data conversion scope of work will not be considered complete until all (100%) required data has been successfully migrated

1.6.5 System Requirements

4. Graphical User Interface
   The proposed ERP will provide a contemporary and consistent Graphical User Interface (GUI) with logical menus, intuitive navigation, and consistent visual cues (pull downs, checklists, check boxes, etc.). The GUI will support a consistent user experience across all major browsers. The implemented system will provide a navigation that conforms to industry best practices, across all modules including consistent use of good keyboard shortcuts, keyboard form navigation, standardized form validation, and standardized use of lookup and search screens, dropdowns, and pop-ups, tooltip text, icons, etc.

5. Web Portal
   The proposed ERP system will provide the option of implementing a Web Portal that incorporates a single point of personalized, unified access to applications, content, processes, and people that integrates content and applications, including a unified, collaborative workplace; transactional features (E-Commerce) security, search, and workflow. All external facing portal solutions, for employees and the public, shall provide dual factor authentication and be secured using SSL.

   The Web Portal will be based on a Service-Oriented Architecture (SOA) framework for building distributed systems that deliver application functionality as services to either end-user applications or other services. These services should be defined as web services using middleware (enterprise service bus (ESB)) integration tier for routing and logging to other services.

6. Archiving
   d. The implemented system shall provide on-line access to the current year plus seven (7) previous years of summary and line-item detail data retained in the system, and shall provide archive capabilities thereafter.
   e. The implemented system shall provide the ability for users to selectively copy and/or archive system data to external storage media (e.g., CD-ROM, Digital Video Disk (DVD) based on user-defined number of years or other user-defined criteria and the evolution of the external data storage industry.
   f. The implemented system shall provide a process to purge archived documents/data.

4. Middleware & ESB (Enterprise Service Bus)
   The proposed ERP system will provide a middleware tier that connects software components or applications that consists of a set of services that allows multiple processes running on one or more machines to interact across the network. It includes web servers, application servers, and similar tools that support application development and delivery and is based on a SOA framework that is defined by ESB, XML, SOAP, REST, Web services, APIs, RPCs, BPEL, etc.

5. Reporting and Business Intelligence (BI)
   The implemented system will provide a reporting and business intelligence (BI) module that provides the City with the ability to make educated and relatively fast decisions due to the availability of reliable and easy to digest information.

The implemented system BI module functionality will include a decision support system driven by an underlying data warehouse. The data warehouse feeds management with real-time data to ad hoc reports, online charts and tables, as well as graphical dashboards that offer a host of information in the form of financial reports, scorecards, and key performance indicators including alerts and notifications that enable staff to focus on exceptions as well as on routine or steady-state operations.

6. Interfaces
   The Proposer shall provide system interfaces for internal and external applications and databases. Additional technical information about interfaces is included in Appendix H, Interface Requirements.

7. Security
   The implemented system shall provide security by groups and individual users. Security must include minimum inquiry, add, update, and delete levels. Security may apply to the screen, processes and secured data items. This security must be enforced across all modules and queries, even those coming from an external source (i.e., reporting tool). Security functionality includes user/job role-based access, authentication (account management, password management and other account related activities) and single-sign on, mobile device business application access, database access security, etc., utilizing LDAP (Lightweight Directory Access Protocol) which supports single sign-on, account management, authentication, password policy, and access control services.

8. Redundancy, Backup and Disaster Recovery

   Hardware Redundancy
   a. The Proposer shall include a recommendation for hardware infrastructure that can support high availability, load tolerance, real-time failover, as well as integration into an offsite disaster recovery infrastructure.
   b. The disaster recovery recommended solution shall include a complete offsite server and networking installation that has the capability to roll from the primary site to this offsite location within a 24-hour recovery window. This roll over shall include all applications and data.

   Backup and Disaster Recovery
   a. Software crash tolerance: Servers and client software should maintain its integrity in case of power failures and abrupt shutdowns.
   b. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
   c. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
   d. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.
   e. Cloud DR site and storage updates in the event the City system fails, the vendor will provide a process and services to stand up the failed system, including the cost for doing so.

f. Immutable Backups: The proposed solution will provide immutable backups, backup files that cannot be changed or deleted for any reason whatsoever, and shall be safe from new ransomware infections after the backup has been created, and non-malicious data loss threats such as accidental file deletions and backup file overwrites.
g. Restart/Recovery: system must be capable of restart and recovery after system failure with no loss of data or software components.
h. Provide 'Hot Fix' programming support in the event of a significant software bug, prior to the next scheduled software release.
i. Integrity checking feature: Must provide the capability of identifying the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.
j. Incremental, differential, and full backups and restores of the database, Core and customized software, software and database configuration options, user preferences and rights, etc.

9. Service Levels: Performance, Scalability, Availability

The proposal will meet or exceed the following system and service levels:

a) Recommend the hardware to handle the average transaction load with an average CPU utilization of no more than 35% - 40% of the CPU capacity. The peak CPU utilization shall never exceed 70% of CPU capacity at any given time.
b) The average transaction on the server needs to occur on average less than one second. The response time for the most common requests to reach a user shall not exceed 3 seconds.
c) Maintain 99.99% availability — including planned maintenance.
d) Track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
e) Complete all simple, single-screen online inquiry transactions in under one second, during peak usage.
f) Complete an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage.
g) Recommend a window for batch processing in terms of the business cycles and minimal end-user usage (i.e., the windows you anticipate the system workload to be low).
h) Define what metrics and criteria are used to determine downtime and uptime

10. System Architecture

The proposal will meet or exceed the following system architecture requirements:

a. Employ multi-tier system architecture.
b. Provide all screens, reports and transactions through a Web browser.
c. Provide a graphical user interface (GUI).
d. Provide easy deployment to desktops, i.e., deployment tools to push or pull software to the desktop.
e. Provide user-defined: exits, tables, fields, screens, reports, forms, shortcut keys, menus, business rules, and workflows.
f. Provide application and system configuration tables accessible within all modules.
g. Provide customizable user interfaces, including ability to customize menus and forms, and by user.

h. Provide the ability to schedule automatic job scheduling (i.e., batch jobs, billing, etc.) and automatically notify staff when a job ends successfully or unsuccessfully.
i. Accommodate background (batch) jobs concurrently with online updates.
j. Provide data and transaction logic validation through the use of centralized or distributed business rules.
k. Provide support for inter-process communication including, but not limited to, the following: Attachment of standard object types in an object library; cut and paste capability from data fields and screens to other applications.
l. Provide the ability to attach imaged documents.
m. Provide the ability to attach scanned documents to database objects.
n. Provide ability to email invoices, requisitions, purchase orders, etc. to appropriate recipient.
o. Support mass changes to definable groupings of transactions.
p. Support effective dating for transactions and table updates, including both future and retroactive changes.
q. Provide the user with the ability to drill down from a transaction view to the respective and supporting source record view regardless of module source.
r. Provide the ability to facilitate upgrades to future operating systems, database and other software upgrades.
s. The Proposal shall describe the overall application development tools to be used in the systems integration services for the City's selected Software Solution.
t. Provide for an auditing mechanism for changes made to data and accounts by users.

11. Database Architecture

The proposal will meet or exceed the following system architecture requirements:

a. Utilize utilities for database performance monitoring and tuning that comply with industry standards, including but not limited to tools for table and file maintenance.
b. Lock database records based on the City's parameters (e.g., at row level, field level, or at the application level).
c. Provide graphical data modeling, entity relationship diagram (ERD), data definition and data dictionary components, including but not limited to business definitions and technical definitions for data elements.
d. Accommodate separate instances of databases.
e. Support online modifications to database structures with minimal user downtime.
f. Allow for data replication including, but not limited to, copying an instance of any database to other City specified locations (i.e., Storage Area Network (SAN)).
g. Provide the ability to set up log event triggers to automatically notify administrator when a user-defined database condition or set maximum/minimums are exceeded.
h. Provide the ability for the administrator to track user behavior as well as database utilization.
i. Provide standard data extraction API to allow import and export of data.
j. Provide documented best practices including but not limited to optimum database configuration, client maintenance and change control.
k. Provide for integration into Microsoft SQL Server Reporting Services

APPENDIX B

SAMPLE
PROFESSIONAL SERVICE AGREEMENT

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
_____

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, 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. WHEREAS, City and Consultant desire to contract for the specific services described in Appendix "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, 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 the City's Request for Proposal ("RFP"), attached hereto as Appendix "A, Scope of Work" and Consultant's Response to City's RFP (the "Response") attached hereto as Appendix "B, Professional Services Agreement" both incorporated herein by this reference.

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 and within the hereinafter specified. 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, 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 (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.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 or the Project Manager for this Project, 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, 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 Best's Key Insurance 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), combined single limits, 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.

(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 limits, per occurrence 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. The certificates of insurance

shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

_____
_____
_____
Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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 "F" and incorporated herein by reference. 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. 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.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its 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. 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.

6.12. 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.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. 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 6250 *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 6254.7, 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.

6.15. 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 sub-consultants 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 sub-consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. 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.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. 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.

6.19. 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.

6.20. 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.

6.21. 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.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors

and assigns may amend this Agreement.

6.24. 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.

6.25. 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.

6.26. 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.

6.27. 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.

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: _____
City Manager

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Taxpayer ID Number

ATTEST:

_____
City Clerk of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Department Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

APPENDIX C
Checklist: Proposal Content, Appendices and Forms

	Proposal Cover	☐
Section 1	Cover Letter	☐
Section 2	Table of Contents	☐
Section 3	Checklist: Proposal of Forms to Accompany Proposal	☐
Section 4	Background and Project Summary Section	☐
Section 5	Qualifications & Experience	☐
Section 6	ERP Technical Proposal	☐
Section 7	Implementation Approach & Workplan	☐
Section 8	Financial Capacity	☐
Section 9	Key Personnel	☐
Section 10	Cost Proposal	☐
Section 11	Disclosure	☐
Section 12	Sample Professional Service Agreement	☐

Appendix D **Forms**

	Vendor Application Form	☐
	Ex Parte Communications Certification	☐
	Disclosure of Government Positions	☐
	Disqualification Questionnaire	☐
	Bidder/Applicant/Contractor Campaign Contribution	☐

Appendix F	Business Process Functional Requirements Excel Spreadsheet …..	☐
Appendix G	Reporting Requirements Excel Spreadsheet	☐
Appendix H	Interface Requirements Excel Spreadsheet	☐
Appendix I	Data Migration Requirements Excel Spreadsheet	☐
Appendix J	Cost Proposal Excel Spreadsheet	☐
Appendix K	Rapid Workflow® As-Is & To-Be Process Maps……	☐

APPENDIX D
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Bidder/Applicant/Contractor Campaign Contribution

VENDOR APPLICATION FORM
FOR
RFP No. for 24-07 Enterprise Resource Planning (ERP) System & Professional Implementation Services

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code:_____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

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
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Federal Tax Identification Number: _____

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 formal **RFP No. for 24-07 Enterprise Resource Planning (ERP) System & Professional Implementation Services** at any time after **February 14, 2024**

_____ **Date**: _____
Signature

_____
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 14 03, 2023** with a City Councilmember concerning informal **RFP No. for 24-07 Enterprise Resource Planning (ERP) System & Professional Implementation Services**. 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.

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."

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.

Bidder/Applicant/Proposer

Date

Appendix F Functional Requirements (Attached Excel File)

Appendix G **Reporting Requirements** (Attached Excel File)

Appendix H Interface Requirements (Attached Excel File)

Appendix I Data Migration Requirements (Attached Excel File)

Appendix J Cost Proposal (Attached Excel File)

Appendix K: Rapid Workflow® As-Is & To-Be Process Maps

Enterprise Resource Planning (ERP)

Project Implementation by Phases

Phase I: Financial	
➢ General Accounting	➢ Project and Grants Accounting
➢ General Ledger	➢ Purchasing
➢ Accounts Payable	➢ Inventory
➢ Accounts Receivable	➢ Budgetary Controls
➢ Fixed Assets	➢ GASB Reporting
➢ Cash Management / Treasury	➢ Year End Closing

Phase II: Human Resources/Payroll	
➢ HR Functions	➢ Time & Labor
➢ Position Management	➢ Absence
➢ Benefits	➢ Budgeting (Operating, Position, Capital)
➢ Payroll	

CITY OF COSTA MESA

Agenda Report

File #: 25-135 **Meeting Date:** 8/5/2025

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 a term of 7 years for professional habitat restoration and monitoring services for the Fairview Park Mesa Restoration Project in an amount not-to-exceed $1,311,062.

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

4. Authorize the 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 lawn 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.

Several key factors establish Fairview Park as an ecological resource of regional significance:

- **Habitat diversity**: Fairview Park encompasses several distinct habitat types, including wetlands, riparian areas, coastal sage scrub, coastal bluff scrub, and flower fields. These habitats support a wide array of plant and animal species, many of which are designated as endangered, rare, or special-status wildlife.
- **Vernal pools**: The park is home to vernal pools, which are ephemeral wetlands that provide critical habitat for a variety of unique and specialized organisms, including the San Diego fairy shrimp and Riverside fairy shrimp, both listed as endangered by the federal government.
- **Wildlife corridor**: Fairview Park serves as a crucial wildlife corridor, connecting the Santa Ana River system of trails and parks to other open spaces in the region, including the Talbert Nature Preserve, the Randall Preserve, and the Huntington Beach Wetlands. This connectivity facilitates the movement of species between habitats and promotes genetic diversity, which is essential to the continued survival of wildlife populations fragmented by urban development.
- **Cultural and historical significance**: The park contains two nationally registered cultural resources historic sites, highlighting the area's rich human history and its connection to the natural environment.
- **Wildlife refuge and human ecology**: Fairview Park provides a valuable refuge for wildlife amidst the urban landscape and offers a unique space for people to connect with nature and learn about the importance of preserving biodiversity for local, regional and global sustainability.

Fairview Park Master Plan

Due to these characteristics and the City's Fairview Park Master Plan, which calls for long-term restoration of the park's natural vegetation communities, 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 of multiple vegetation communities, including vernal pools, coastal sage scrub, riparian, wetlands, woodlands and other habitats.

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-European 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 $2.0M 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 has 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 an essential task 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:

On September 10, 2024, the City released a Request for Proposal (RFP) on planet-bids for professional habitat restoration and monitoring services for the Fairview Park Mesa Restoration project. Six (6) proposals were received to provide these services; a summary of the bid results is included as Attachment 4.

Proposals were screened for compliance with the City's RFP and were evaluated based on the method of approach, qualifications, and experience, staffing and cost proposal.

To ensure an objective selection process, an evaluation committee was assembled, and all members evaluated proposals independently. After a thorough evaluation of the proposals, it was determined that interviews were needed for the top three (3) proposers. 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. 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.

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. 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 deep 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) for 7 years in a not to exceed amount of $1,311,062.

Cultural Resource Protection and Preservation

Most of Fairview Park's undeveloped land contains sensitive resources, including protected archeological resources (e.g., indigenous village use 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 otherwise reducing soil disturbance.

Disturbance to existing native vegetation/wildlife habitat, and cultural resources will be minimal during project implementation with the prescribed avoidance measures. 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 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. 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 restoration implementation in those areas. The Cultural Resources Monitoring Plan was prepared by the City's sub-consultant, Cogstone Resource Management, and was developed in coordination with the City's Tribal Advisory Group for the Fairview Park site. Cogstone is named on

Endemic's proposal as a sub-consultant to provide support with cultural resources monitoring and reporting services. Cogstone's involvement in the Mesa Restoration planning and design process and ongoing work with the Fairview Park Master Plan Update will facilitate a seamless transition into the project's implementation phase.

Implementation Tasks and Timeline

Due to the environmental factors of the site, the size and scale of the project, and the intensive 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 sign-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.

ALTERNATIVES:

Staff does not recommend any alternatives at this time.

FISCAL REVIEW:

The total amount of the proposed contract and contingency is funded through State Grant Funds (Fund 231) from the California Department of Parks and Recreation through the Office of Congressman Dave Min. Funding is available for the entire term of the proposed agreement.

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:

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 a term of 7 years for professional habitat restoration and monitoring services for the Fairview Park Mesa Restoration Project in an amount not-to-exceed $1,311,062.

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

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

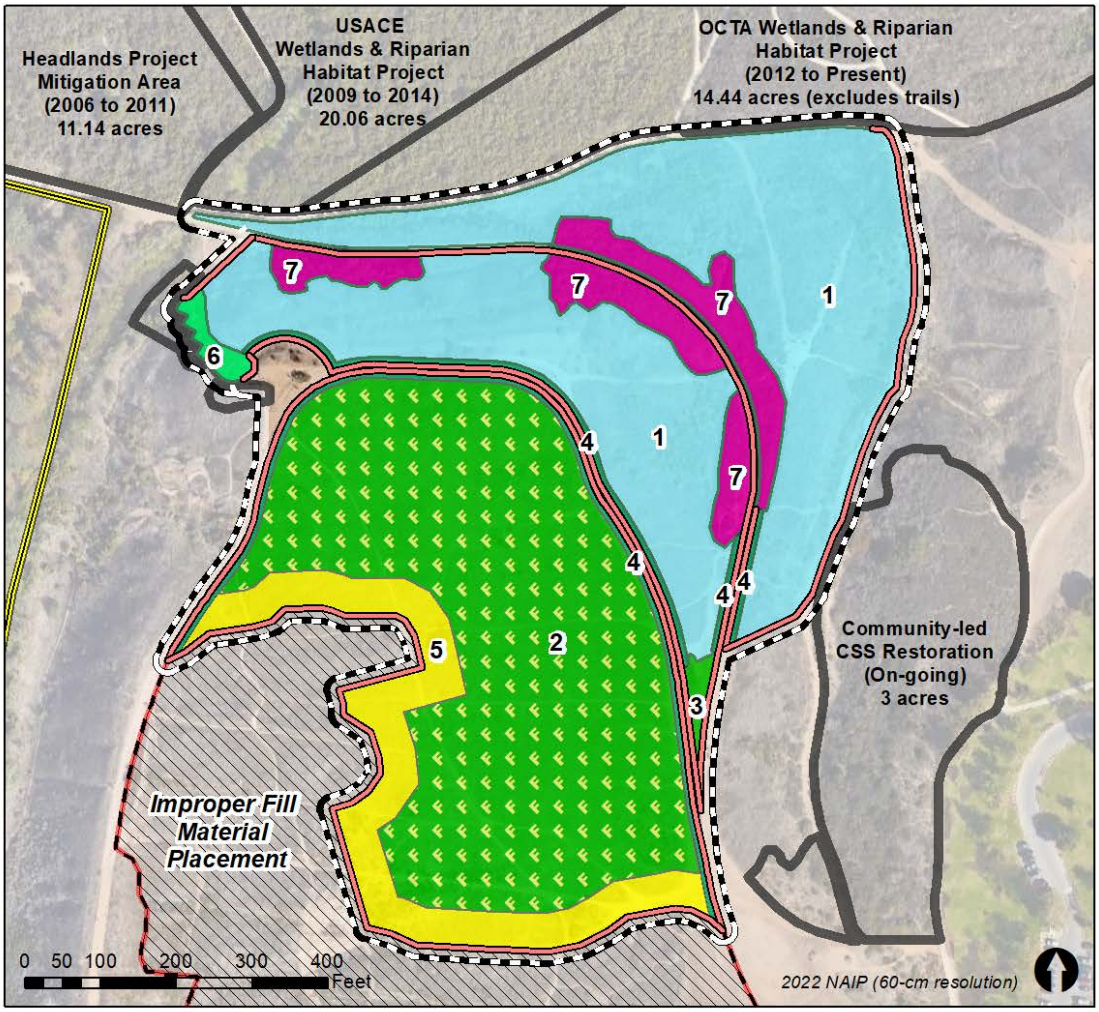

Figure 1-3 *Location of the CSS & Flower Fields Habitat Restoration Project Areas, Including a Net of 9.5 Acres in Areas 1 and 2 Required for the OCTA Wetlands and Riparian Habitat Project.*

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).

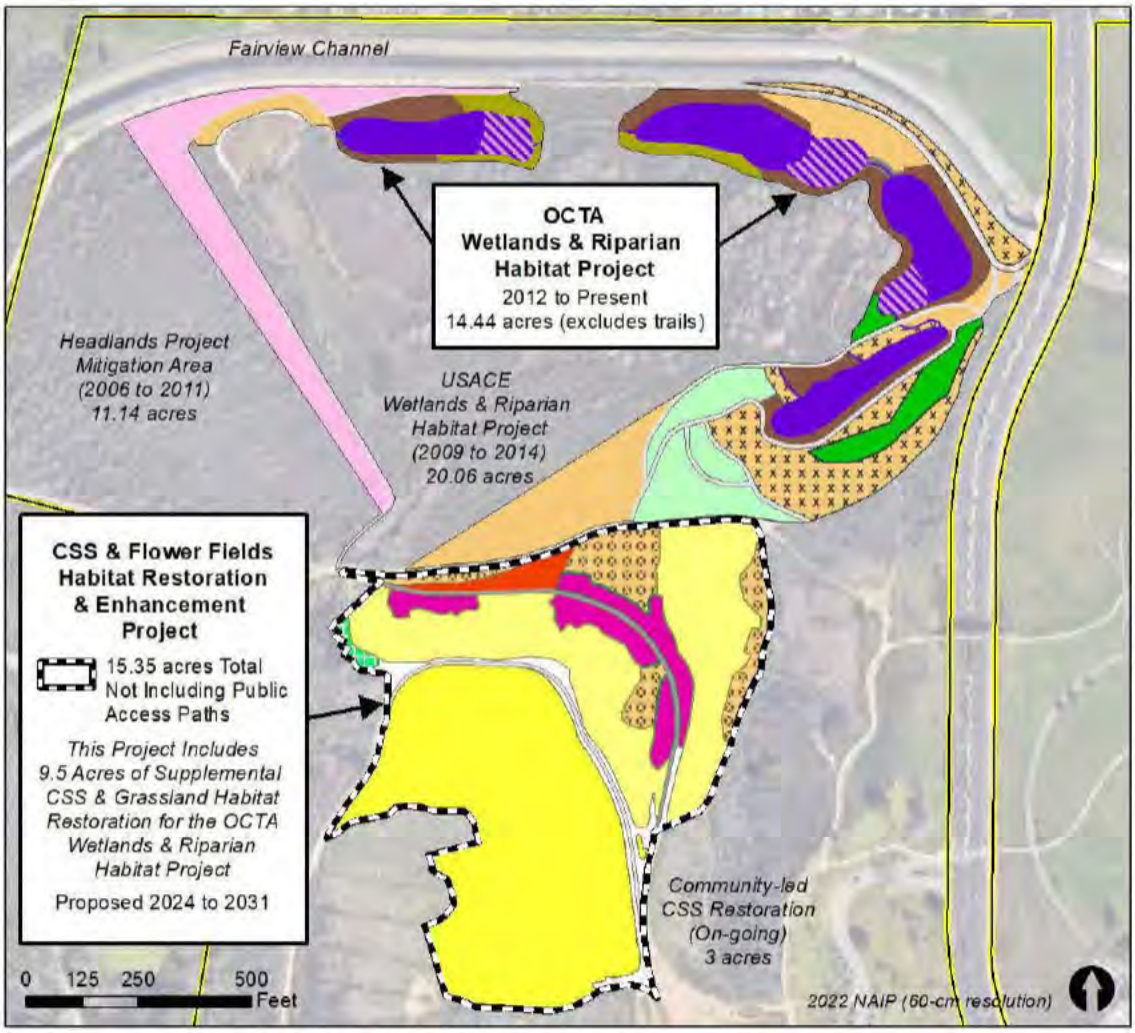
In 1997, the City adopted a Mitigated Negative Declaration and the Fairview Park Master Plan. Revisions to the Master Plan were adopted in 2000, 2002, and 2008. This project continues to implement the goal of the Master Plan to restore native habitat in Fairview Park.

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.*

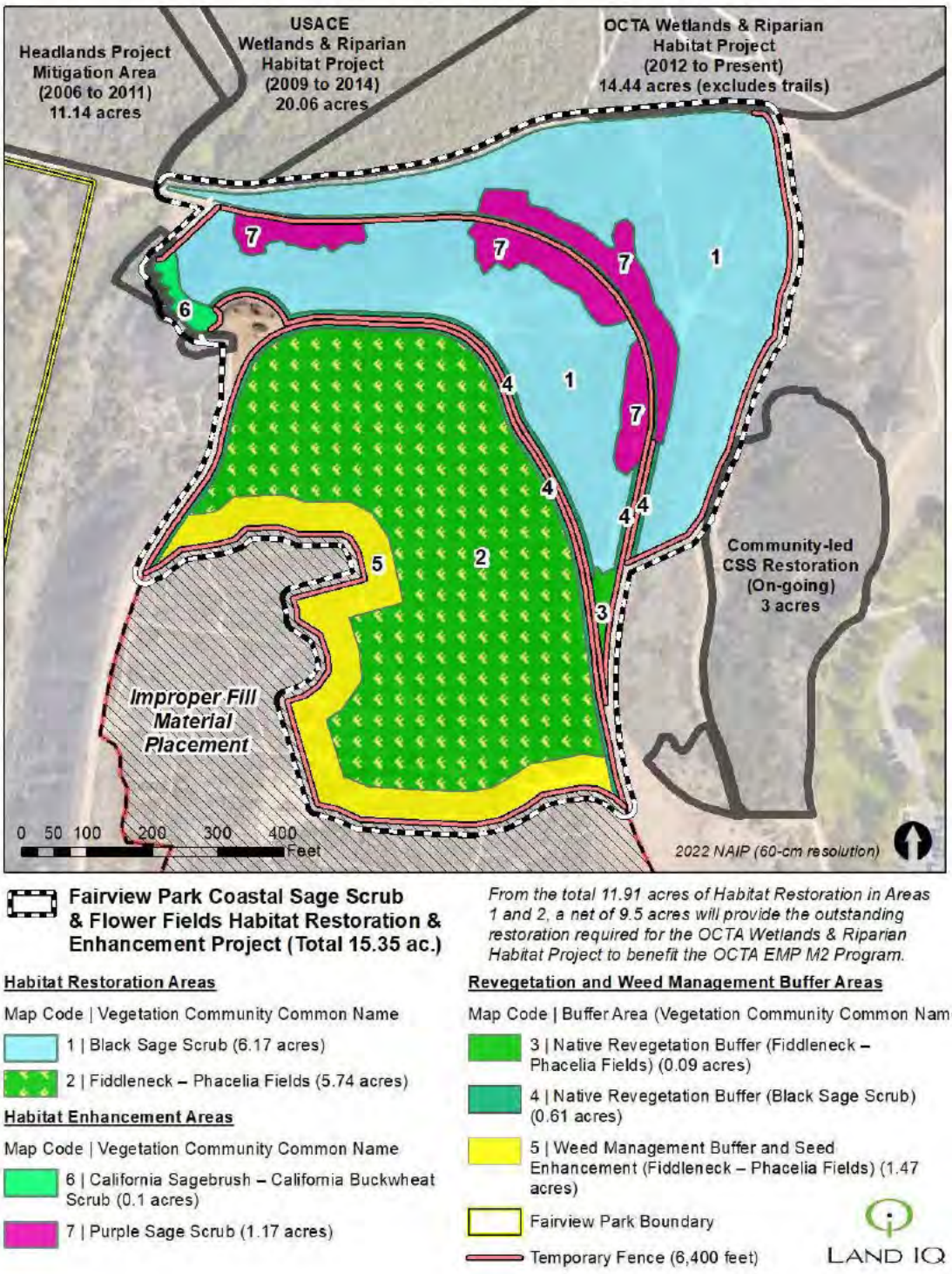


Figure 1-3 *Location of the CSS & Flower Fields Habitat Restoration Project Areas, Including a Net of 9.5 Acres in Areas 1 and 2 Required for the OCTA Wetlands and Riparian Habitat Project.*

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.

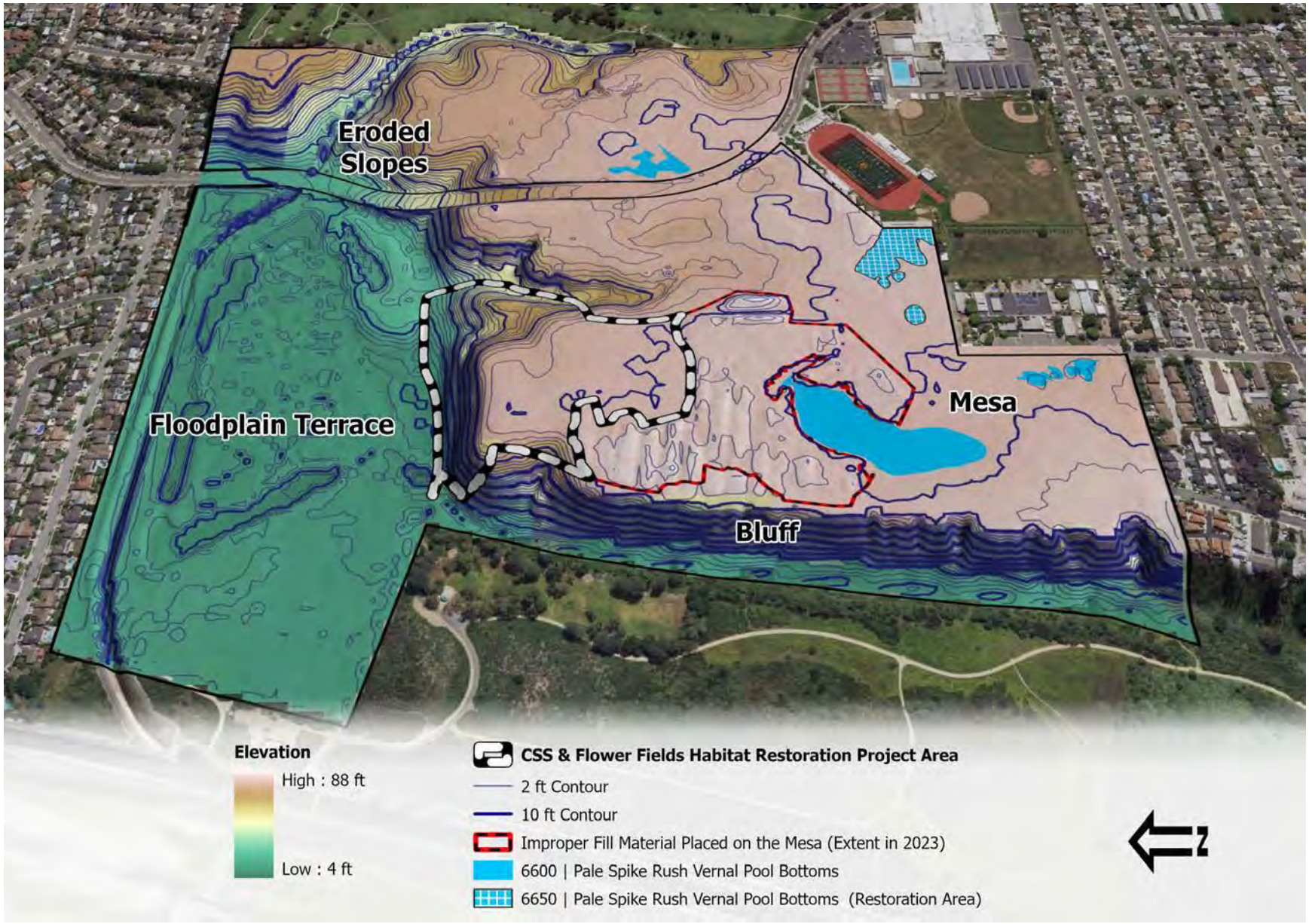


Figure 2-1 Geomorphic Features of Fairview Park.

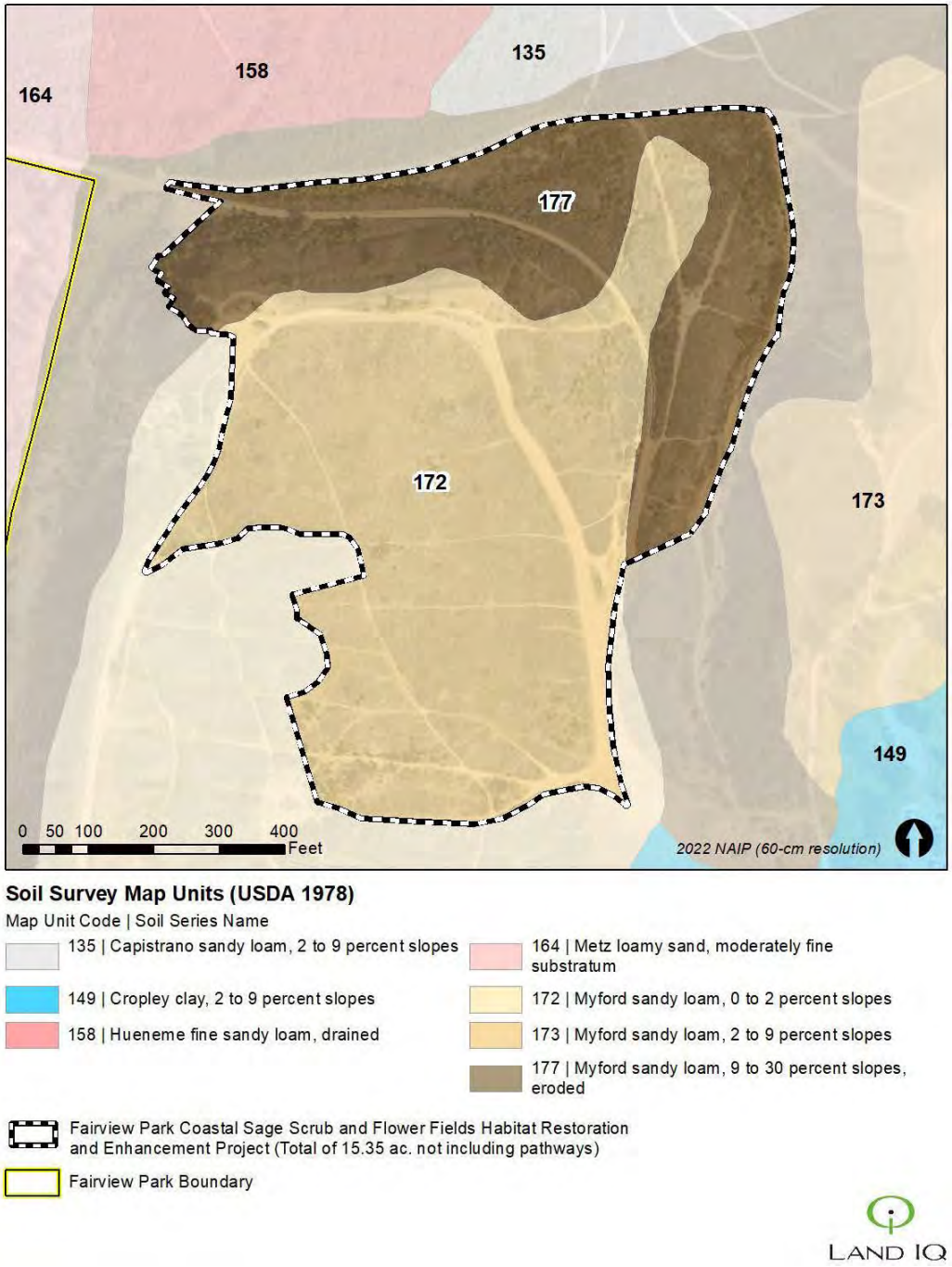


Figure 2-2 Soil Series Mapped in Fairview Park (USDA 1978).

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.

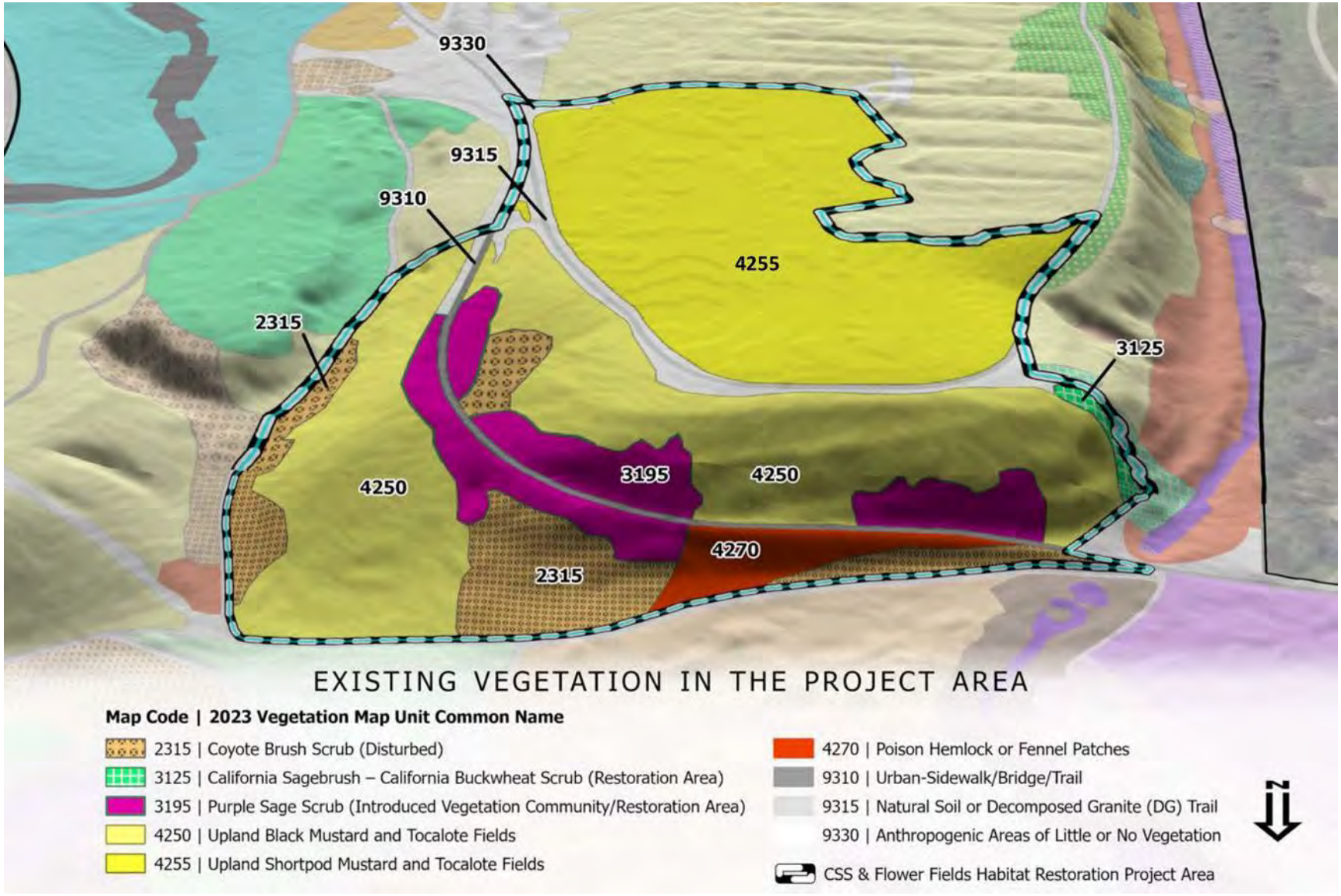


Figure 2-4 Existing Vegetation Communities in the Project Area.

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

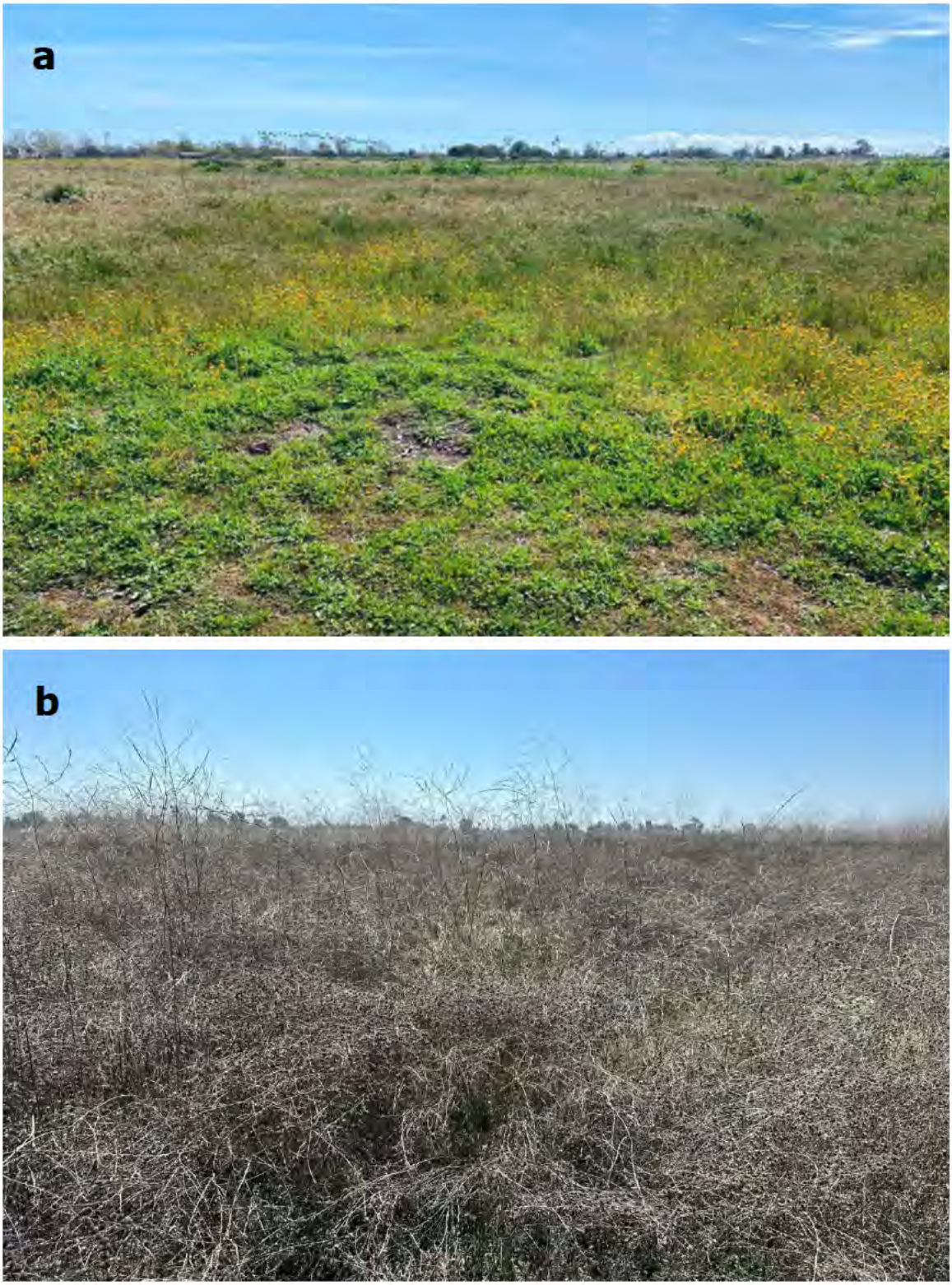


Figure 2-11 Example of Shortpod Mustard and Tocalote Fields on the Mesa in (a) Late Winter, March 8, 2023, and (b) Summer, September 24, 2023.

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).

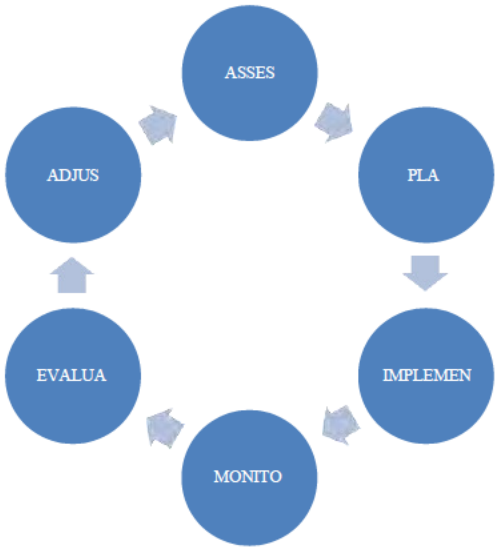


Figure 2-12 Adaptive management in 6-steps.

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	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.

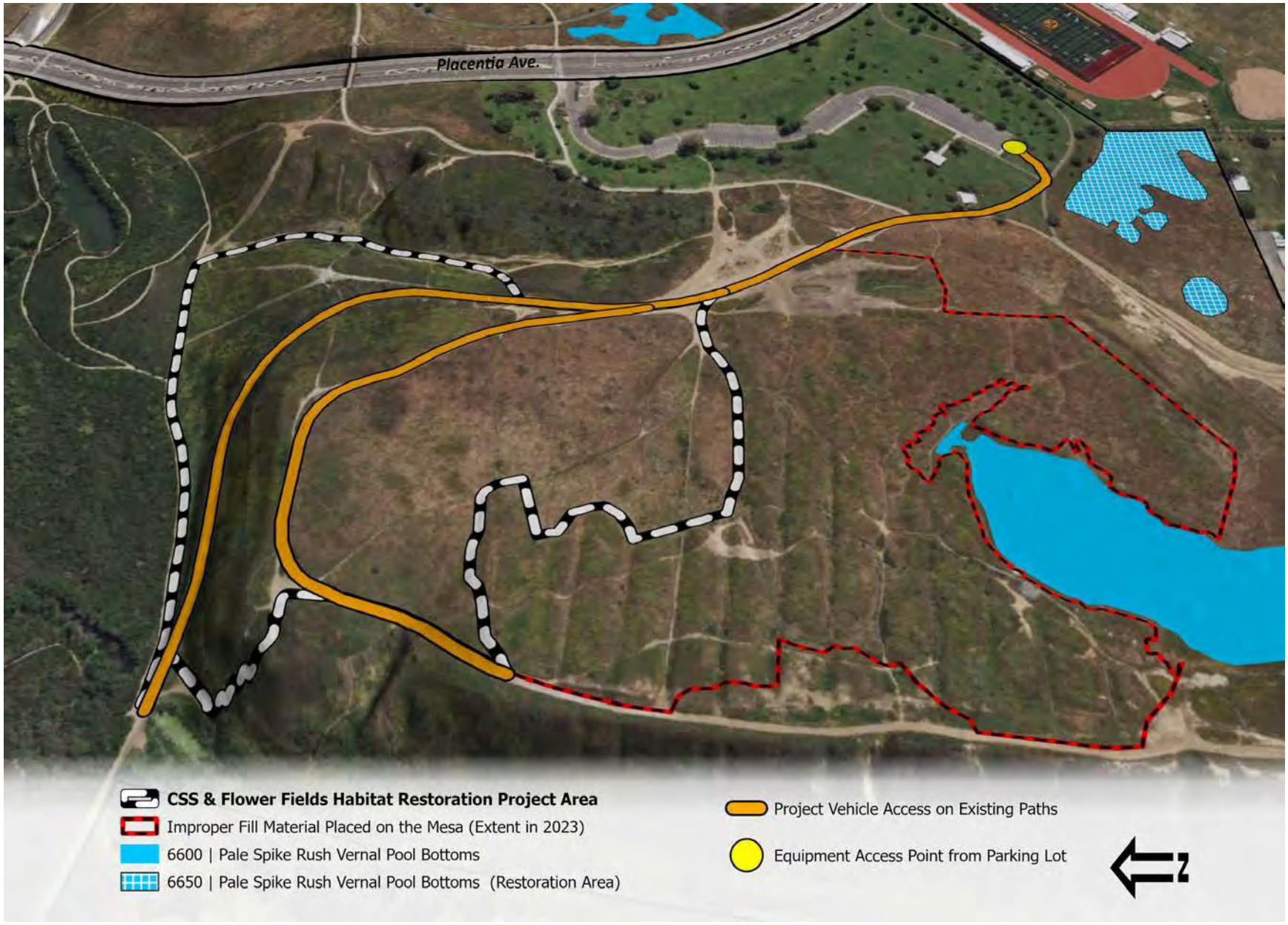


Figure 4-1 Vehicle Access Point and Pathways to Project Area.

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 californica	California sagebrush	1-gallon	5 to 10'	75	---
Encelia californica	California bush sunflower	1-gallon	5 to 10'	75	---
Eriogonum fasciculatum	California buckwheat	1-gallon	5 to 10'	75	---
Heteromeles arbutifolia	toyon	1-gallon	12'	---	40
Isocoma menziesii	coastal goldenbush	1-gallon	5 to 10'	50	---
Salvia apiana	white sage	1-gallon	5 to 10'	50	---
Salvia mellifera	black sage	1-gallon	5 to 10'	50	---
Sambucus mexicana	blue elderberry	1-gallon	12'	---	40
			Total Plants	***375***	***80***

5.2 NURSERY PROPAGATION OF PLANT MATERIAL

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

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

5.3 PREPARATION OF CONTAINER PLANTING BASINS

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

5.4 INSTALLATION OF CONTAINER PLANTS

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

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

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

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

5.5 MAINTENANCE OF PLANTINGS

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

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

5.5.1 SUPPLEMENTAL AMENDMENTS

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

5.5.2 CONTAINER PLANT REPLACEMENT

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

6 WEED MANAGEMENT BUFFER (AREA 5)

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

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

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

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

7 Pre-Seed Installation Adaptive Weed Management

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.1 PHYSICAL CONTROL METHODS

7.1.1 MOWING/LINE TRIMMING

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

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

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

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

7.1.2 HAND/MECHANICAL PULLING OR CUTTING

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

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

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

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

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

7.1.3 CUT-AND-DIG

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

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

7.1.4 MECHANICAL RAKING/WINDROWING

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

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

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

7.2 CHEMICAL CONTROL METHODS

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

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

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

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

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

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

7.2.1 FOLIAR SPRAY TREATMENT

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

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

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

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

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

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

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

7.2.2 RECOMMENDED HERBICIDES FOR THE CONTROL OF NONNATIVE SPECIES

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

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

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

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

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

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

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

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

Fluazifop (Fluazifop-p-butyl Fusilade® DX)

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

Application Rate

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

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

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

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

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

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

Glyphosate

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

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

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

Application Rate

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

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

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

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

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

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

Clopyralid

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

Application Rate

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

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

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

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

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

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

Triclopyr

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

Application Rate

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

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

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

7.2.3 WEED SEED HANDLING, RESPROUT REDUCTION, AND PLANT MATTER DISPOSAL

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

In many cases it is possible to leave treated plant matter on site to dry out and decompose. If no flowers or seeds are present, pull the plant and place it on the ground to dry out only if the species is not rhizomatous and there is no potential for re- sprouting. In such cases, it will be important to completely remove all root matter through digging out the roots when mechanical methods are being used, and properly removing and disposing of cut matter off-site. Thatch of plants treated with herbicides that remain in the dead plant material, such as clopyralid should not be used as mulch and if treating large areas, the material should be removed from the site.

If the plant thatch material is to be removed from the site and the conditions are met where there is not seed material present and weeded material is not able to resprout from root material, the thatch can be left to dry out on site for a few days to a week, making it easier for removal since the material will be lighter and easier to work with.

7.2.4 BIOSECURITY PROCEDURES TO PREVENT THE SPREAD OF INVASIVE AND 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

Prepared for

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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			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 (required 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	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

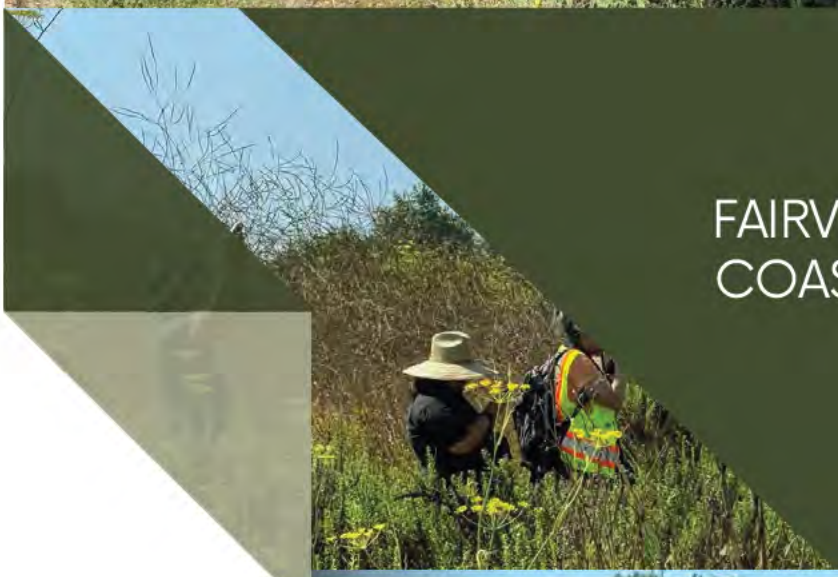
EXHIBIT B

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	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	R	O	R	R	R	R	O	R	R	O	R					O	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	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

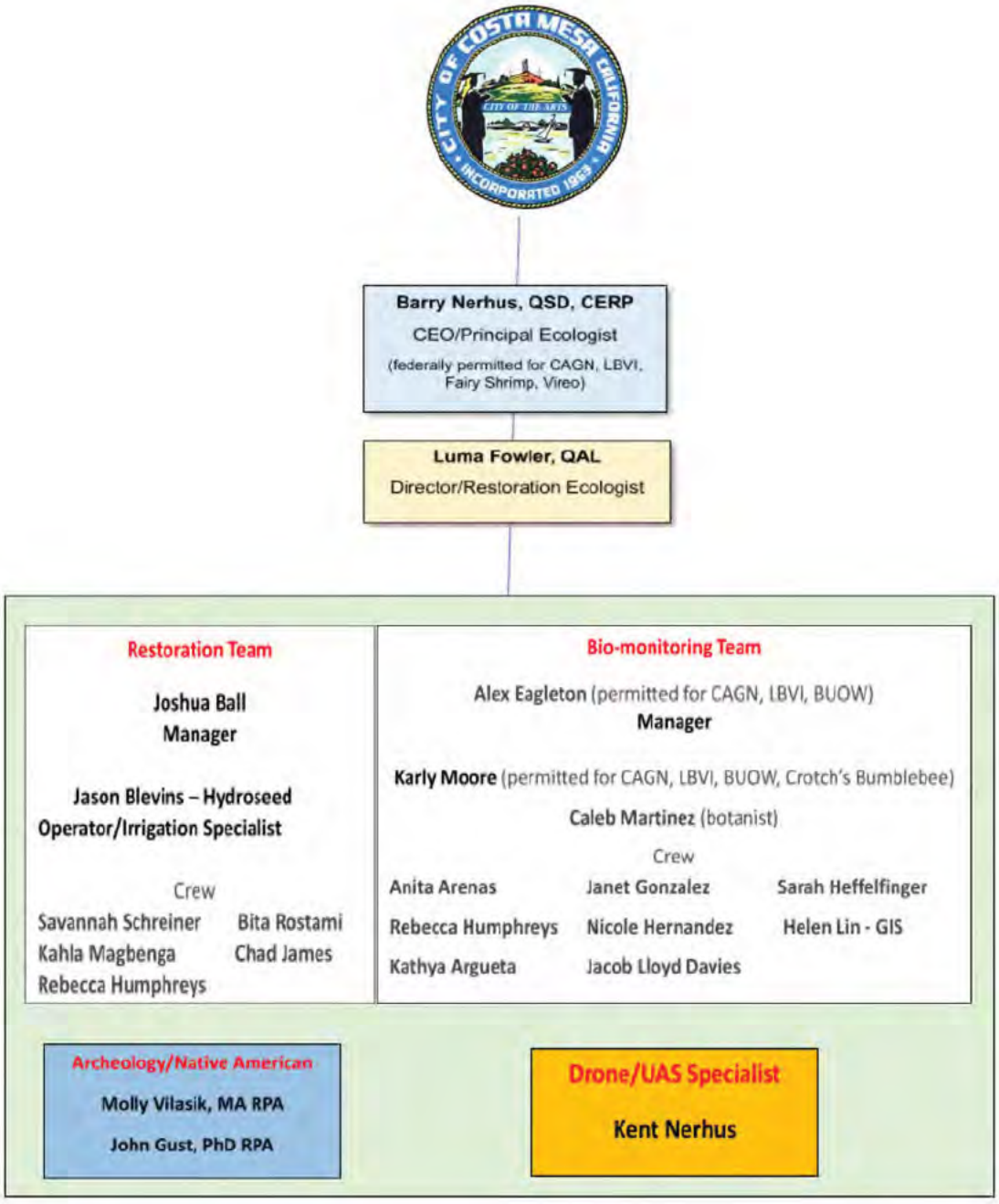
Endemic has the financial capability to perform the task orders to be released by the City under this contract. As shown by the Certificate of Insurance below, we are also fully insured, with the City of Costa Mesa listed as the owner.

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.

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY

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.**

S[redacted] **Date**: 10/1/2024

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

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: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code:_____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

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
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

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:

Email Address:

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:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
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Email:
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Contact Name:
Contract Amount:
Email:
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Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

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.

EXHIBIT D

CITY COUNCIL POLICY 100-5

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	1161.1	1st
Dudek	1132.65	2nd
RECON	1111.25	3rd
ICF Jones	1054.65	4th
Nake	1032.75	5th
Chambers Group	1021.2	6th