



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, July 16, 2024

6:00 PM

**City Council Chambers
77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"**
5:00 P.M. Closed Session

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](https://www.youtube.com/c/costamesatv).

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

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

Zoom Webinar: (For both 5:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

[https://us06web.zoom.us/j/81879579049?](https://us06web.zoom.us/j/81879579049?pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL)

[pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL](https://us06web.zoom.us/j/81879579049?pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL)

Or sign into Zoom.com and “Join a Meeting”

Enter Webinar ID: 818 7957 9049/ Password: 608584

- 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 5:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 818 7957 9049/ Password: 608584

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

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

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. 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>.

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 - 5:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8
APN: 424-051-23; Property: 778 Shalimar Drive, Costa Mesa, CA 92627
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: Dominic Bulone
Under Negotiation: Price and Terms of Payment

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

JULY 16, 2024 – 6:00 P.M.

JOHN STEPHENS
Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON
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 Consent Calendar items may also be heard at this time.
Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Gameros
2. Council Member Harper
3. Council Member Marr
4. Council Member Reynolds
5. Council Member Chavez
6. Mayor Pro Tem Harlan
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 24-281 ORDINANCES AND RESOLUTIONS**](#)

RECOMMENDATION:

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

2. [**READING FOLDER**](#) [**24-282**](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Joyce Jie Luo, Christopher Pizarro, Adolfo Rodriguez, Augustine Ume-Ezeoke.

3. **ADOPTION OF WARRANT RESOLUTION** **24-274**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2720.

Attachments: [1. Summary Check Register 06-13-2024](#)
[2. Summary Check Register 06-20-2024](#)

4. **MINUTES** **24-287**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of June 18, 2024.

Attachments: [06-18-2024 Draft Minutes](#)

5. **RENEWAL OF THE MICROSOFT ENTERPRISE AGREEMENT** **24-272**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a 3-year renewal of the Microsoft Enterprise Agreement through Dell Technologies in the amount not-to-exceed \$924,625.83 (payable in three equal annual payments of \$308,208.61).
2. Authorize the City Manager to sign the agreement and any documents necessary to continue the City's participation in the program during the 3-year term.

Attachments: [1. Quote from Dell](#)
[2. Quote from CDW-G](#)
[3. Quote from SoftwareONE](#)

6. **TRAFFIC MANAGEMENT SERVICES AGREEMENTS WITH THE 32ND 24-275
DISTRICT AGRICULTURAL ASSOCIATION**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2024 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2024 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. Authorize the City Manager, or her designee, to execute the agreements.
4. Authorize the City Manager, or her designee, to execute any amendments to the agreements, including but not limited to, amendments increasing the maximum compensation to be paid to the City.

Attachments: [1. 2024 City of Costa Mesa Fair Time](#)
[2. 2024 City of Costa Mesa Year Round](#)
[3. FY24-25 Special Event Rates Approved Effective 07-01-2024](#)

7. [SERVICES AGREEMENT FOR PUBLIC SAFETY HELICOPTER 24-269
SUPPORT BETWEEN THE CITY OF HUNTINGTON BEACH AND THE
CITY OF COSTA MESA](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Services Agreement for public safety helicopter support services between the City of Huntington Beach and the City of Costa Mesa for three years in an amount not to exceed \$300,000 annually.
2. Approve the Consumer Price Index (CPI) annually and adjust the contract accordingly.
3. Authorize the City Manager to execute the Services Agreement, in substantially the form as attached and in such final form as approved by the City Attorney, and future amendments to the Agreement.

Attachments: [1. Costa Mesa Proposal 2024](#)
[2. Costa Mesa HB1 contract FY 24-27](#)

8. [ACCEPTANCE OF THE INFORMATION TECHNOLOGY 24-273
DEPARTMENT REMODELING PROJECT, CITY PROJECT NO. 22-09](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Builtall, 4712 East 2nd Street, #520, Long Beach, California 90803, for the Information Technology Department Remodeling Project, City Project No. 22-09, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the 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 at the conclusion of the one-year warranty period.

Attachments: [1. Final Costs](#)

**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. [**ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH 24-278 DISABILITIES GRANT FUNDING - OCTA**](#)

RECOMMENDATION:

Staff recommends the City Council conduct the public hearing to meet Orange County Transportation Authority (OCTA) grant fund application (Attachment 1) requirements to establish coordination with non-profits and ensure services are not being duplicated.

Attachments: [1. Costa Mesa Operational Grant Application](#)
[2. Service Area Map](#)

OLD BUSINESS:

1. [**ADOPTION OF ORDINANCES TO AMEND CHAPTERS 2 AND 3 OF 24-276 TITLE 4 \(BICYCLES\); AND CHAPTERS 1 THROUGH 21 OF TITLE 10 \(MOTOR VEHICLE TRAFFIC\) OF THE COSTA MESA MUNICIPAL CODE**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Ordinance No. 2024-08, to amend Chapters 2 and 3 of Title 4 (Bicycles) of the Costa Mesa Municipal Code to be in compliance with current California laws related to bicycles and current practices and procedures.
2. Adopt Ordinance No. 2024-09, to amend Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic) of the Costa Mesa Municipal Code to be in compliance with current California laws and related to bicycles and current practices and procedures.

Attachments: [1. Title 4 Ordinance with Exhibit A](#)
[2. Title 10 Ordinance with Exhibit A](#)

NEW BUSINESS:

1. **[ORANGE COUNTY POWER AUTHORITY - FEASIBILITY STUDY](#)** **[24-286](#)**

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager and City Attorney to issue a non-disclosure agreement to release City of Costa Mesa load data from Southern California Edison (SCE) to the Orange County Power Authority (OCPA) to conduct a feasibility study to determine whether joining OCPA is mutually beneficial.

2. **[OPTION TO LEASE AGREEMENT TO CONSTRUCT AND OPERATE A 24-283
70-UNIT AFFORDABLE SENIOR AND SUPPORTIVE HOUSING
PROJECT LOCATED AT THE CITY'S SENIOR CENTER, 695 WEST
19TH STREET](#)**

RECOMMENDATION:

Staff recommends the City Council review and approve the proposed "Option to Lease Agreement" for a term that will expire on October 31, 2024, with one possible 120 day extension. The purpose of the agreement is for Jamboree Housing to apply for Project-Based Vouchers issued by the County of Orange.

Attachments: [Agenda Report](#)

[1. Option to Lease Agreement](#)

3. **[APPROVE PROPOSED DESIGN IMPROVEMENTS FOR 24-280
KETCHUM-LIBOLT PARK](#)**

RECOMMENDATION:

Staff recommends the City Council approve the conceptual design plan, park theme, and park components for the proposed improvements at Ketchum-Libolt Park, 2150 Maple Street, Costa Mesa.

Attachments: [1. Coastal Design Option](#)

[2. Park Components & Community Feedback](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-281

Meeting Date: 7/16/2024

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-282

Meeting Date: 7/16/2024

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: Joyce Jie Luo, Christopher Pizarro, Adolfo Rodriguez, Augustine Ume-Ezeoke.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-274

Meeting Date: 7/16/2024

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: Finance Department

PRESENTED BY: Carol Molina, Finance Director

CONTACT INFORMATION: Carol Molina at (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2720.

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. 24-13 On Cycle for \$3,515,059.79, and City operating expenses for \$2,084,553.46.

Bank: CITY
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0248324	6/11/2024	V	AT & T	0000001107	05/24/24	(3,635.83)
Line Description: 6/11/24: Void & Reissue - Vendor has not receive check. Still outstanding.						
0248582	6/12/2024	V	Proactive Engineering Consultants Inc	0000028916	06/07/24	(780.00)
Line Description: Incorrect invoice. Vendor will send revised invoice. Payment cancelled.						
TOTAL						(\$4,415.83)

412,669.03
0.00
1,307,654.09
0.00
(3,635.83)
(780.00)
1,715,907.29

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248647	06/14/24	O	Southern California Edison Company Line Description: Overflow	0000004088	0.00
TOTAL					0.00

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
017817	06/14/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
017818	06/14/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
017819	06/14/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
017820	06/14/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
017803	06/14/24	P	Adam Gardner	0000026309	102.65
			<i>Line Description:</i> Leadership, Mentoring & Coaching		
017804	06/14/24	P	Candyce McMorris	0000026552	24.00
			<i>Line Description:</i> Canine Handler Update		
017805	06/14/24	P	Daniel Bruno	0000029161	104.00
			<i>Line Description:</i> Active Shooter Response Motorcycle Training		
017806	06/14/24	P	George Maridakis	0000018528	74.65
			<i>Line Description:</i> Internal Affairs		
017807	06/14/24	P	Hadassa Jakher	0000027353	1,000.00
			<i>Line Description:</i> Exec Professional Dev Reimb		
017808	06/14/24	P	Jake Jacobi	0000023514	40.00
			<i>Line Description:</i> ICS 400 ICS 300		
017809	06/14/24	P	Luis Gomez	0000004237	24.00
			<i>Line Description:</i> Active Shooter Response		
017810	06/14/24	P	Madison Evans	0000029894	1,250.00
			<i>Line Description:</i> College Tuition Reimb-Spr 24		
017811	06/14/24	P	Michelle Bradbury	0000014380	32.00
			<i>Line Description:</i> Management Seminar C		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 2

Run Date Jun 13,2024

Run Time 11:54:23 AM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
017812	06/14/24	P	Nick Wilson	0000025711	766.00
		<i>Line Description:</i>	ICS 400 College Tuition Reimb		
017813	06/14/24	P	Scott Stafford	0000012020	32.00
		<i>Line Description:</i>	Management Seminar B		
017814	06/14/24	P	Soraya Julian	0000018089	24.77
		<i>Line Description:</i>	SanDisk Drive		
017815	06/14/24	P	Travel Costa Mesa	0000024750	261,529.76
		<i>Line Description:</i>	BIA Receipts May 2024		
017816	06/14/24	P	US Bank	0000002228	147,665.20
		<i>Line Description:</i>	Oral Board Office Supplies Training Refreshments Training Registration Service Awards/Meet&Greet Health/Wellness Meet&Greet/Service Awards Membership Renewal (4) reMarkable Marker Tips-25 Monthly Fee Online Platform Monthly Fee Online Que Apr 24 Tablet Charging Cart Refreshments M365 Training Coffee Supplies iPhone Accessory Camtasia Bundle Maint Renewal 2024 Greenbooks (2) Monthly Meeting/Luncheon Tree Stakes & EZ Band Tree Tie Business Meeting		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 3

Run Date Jun 13,2024

Run Time 11:54:23 AM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: WTS-OC Registration
Crimping Tool Set
PVC Heating Blanket
Triangle Bolt Socket Set
Solenoid Valve Manual Lift
Multifunction Grease Gun&Kit
Stock-Gates, Springs, Sockets
Office Equipment
Class A App & DMV Processing
Stock-Hoses, Mini Switch, Hose
CNG Fuel For Unit 342
General Pump Sandblasting Kit
Betterfly Bench W 19th St
Earth Day Supplies
CEAOC Meeting/Luncheon Apr May
Business Meeting
Employee Uniforms
CEAOC May Registration
Cannabis Software App
1 Laptop Bag Scott Drapkin
APA Professional Membership
Cannabis Cloud Base Storage
Lodging for Econ Dan Inloes
1 Mouse Pad 1 Wireless Keyboar
Planning Commision Business Me
State Training Manual
1 Outdoor Combination Lock 1 B
9 Packs of HDX Disposable Shoe
Business Meeting @ Community C
Food & Beverages Community Cle
Keurig Machine Community Room
Registration Closed Book Inspe
Single Certificate Renewal & R
Credit
Online Subscription
Planning Commission Frame
APA Membership for Assist Plan
Avaya Digital Phone for EA Jul
Fifteen 24 Subdivision Map Act

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			Planning Commission BusinessMe		
			Fresno Training Symp (10)		
			Gas for Unit 534 in Fresno		
			Breakfast Burritos Leadership		
			Bed Risers-Sta 6		
			Water for Sta 1&5		
			Subs-Chief Stefano		
			Lunch-Capts Meeting		
			Drinks&Snacks for Meeting		
			Snacks-Telecommunications		
			Registration for BC Coates		
			Telecomm Nametags Week Cakes		
			Safety Officer Course		
			CFED Conference Attendance		
			Cathey & Savage CPR Renewal		
			Cardboard Box		
			Fire Investigator Membership-C		
			Coffee-Command Staff		
			Gas;Fresno Training Symposium		
			Registration		
			Transporation		
			Transportation		
			Registration Refund		
			Washing Machine Sta 5		
			File Sharing Membership		
			One Refriferator for Sta1		
			Twp Refrigerators for Sta 4		
			Commercial Coffee Maker Sta 3		
			Ergonomic Chair-Nikki Johnson		
			Reflective Decals 50% Deposit		
			Prime Membership for Sta Suppl		
			ICSC Lodging		
			Monthly Charge		
			Monthly Charges		
			ICSC Booth Expenses		
			Registration Charge		
			City Council Meeting Meal		
			ICSC Lodging Cancellation Cred		
			Office Supplies		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	IT Budget Working Lunch		
			Working Dinner Budget Prep		
			Staff Meeting/Team Building		
			Working Dinners Budget Prepara		
			Facebook/Instagram Boost		
			Monthly Subscriptions Fee		
			Lunch Meeting ACM&Dev Srvs		
			Employee Meet&Greet		
			Membership for Deputy City Man		
			Tableclothes Dry Cleaning		
			Chamber of Commerce Strategic		
			CMTV Award Nominastion Registr		
			Council Strategic Planning Ret		
			Employee Lunch&Learn Womens Lu		
			Baby Supplies		
			Cereal for Shelter		
			Moving Client into Housing		
			Car Fees for Outreach Client		
			Shelter Coffee Machine Repairs		
			Gas for Executive Vehicle		
			Membership		
			Office Supplies		
			Prime Membership		
			Membership icloud		
			Car Fees Outreach Client		
			Ride Share Outreach Client		
			Telcome Week		
			Earth Day Materials		
			Business Meeting Food		
			Lori Ann Registration		
			Council Dinner for 4/2		
			Strategic Plan Retreat		
			Monthly Subscriptions Fee		
			Registration for CM Reynolds		
			Registration for May Stephens		
			Monthly Subscription for reMar		
			OCCMA Registration for Cecilia		
			Strategic Planning Retreat Ref		
			Dais Snack		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Dais Snacks		
			Laptop Stand		
			Membership Dues		
			Office Supplies		
			City Council Meal		
			Coffee For CM Office		
			Coffee for CM Office		
			Flowers for Panelist		
			Refund-Coffee Supplies		
			reMarkable Monthly Subs		
			Earth Day Festival Crafts		
			Lodging Stay Council Member		
			Coffee for Strategic Planning		
			Earth Day Fesitval Supplies, R		
			Refreshments for Center St Cle		
			Refreshments for Strategic Pla		
			Recreation Equipment		
			Supplies for Sunroom		
			Refreshments for Movie Monday		
			Bark Park Branded Flags		
			City Cell Phone Protective Cas		
			Hotel Stay for SERCAL Conferen		
			Professinoal Dev Writing Effec		
			SERCAL Conference/Registration		
			FVP Restoration/Small Tools		
			Online Subscription		
			Office Supplies for DAC		
			Office Furniture for DAC		
			Equipment for DAC		
			Equipment for CMSC		
			Safety Items for DAC		
			Recreation Supplies for Spring		
			Springfest Event Supplies		
			Promotional Subs		
			Signage-Butterfly Garden		
			Food for Staff @ Spring Fest		
			Wild&Waky Dance Deco/Refreshmn		
			Supplies for Maint		
			Circut Design Subscription		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			Monthly Premium Subs for SE		
			Supplies for Coffee Station		
			Subs to Notify Public of Closu		
			Excursion Fees for Day Camp		
			Food & Supplies or Day Camp		
			Springfest Event Supplies		
			Tools for Sr Cntr		
			Maint Equipment for SC		
			Tools for Senior Center		
			Protection Plan for Tools		
			Renewal Fee for ReMarkale		
			Maint Equipment for Senior Cen		
			Supplies for Mothers Day		
			Supplies for SE and Volunteer		
			Refreshments for Volunteer Lun		
			Refreshments/Supplies for NHCC		
			Pens		
			Fridge		
			Speakers		
			Coat Rack		
			CPRS Event		
			Office Supplies		
			Food for Team Meeting		
			Reoccurring Monthly Fee		
			Food for Public Meeting		
			Dinner for Public Meeting		
			Food for Business Meeting		
			Water for Public Meetings		
			Coffee for Business Meeting		
			Beverages for Business Meeting		
			Small Tools&Equipment TC		
			Medical&Health-Permit Test		
			Small Tools&Equipment NHCC		
			Teen Center Food & Supplies		
			Recreation-teen Center Food &		
			Stationary&Office Teen Center		
			Small Tools&Equipment for NHCC		
			Small Tools&Equipment-Color Wa		
			Special Events&Entertainment NH		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 8
Run Date Jun 13,2024
Run Time 11:54:23 AM

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
<i>Line Description:</i>					
			Special Events&Entertainmnts T		
			Stationary&Office Teen Center		
			EDC Week 2		
			Property and Evidence Week		
			Innovation Summit		
			Monthly Membership		
			EOY Recognition Reception Lunch		
			OC Tri-County Police Chiefs Co		
			Cleaning Solutions Solvent Jai		
			Parking for CPOA Training Clas		
			Wet/Dry Vacumm		
			Misc. Electronic Parts&Supplie		
			Membership-Reena Leffingwell		
			Uniform for Recruit Beck (3)		
			Food During Testings/Interview		
			Screws for Snack Shelf		
			Boy/Girl Backpack Promo		
			Employee Recog Ceremony		
			Snacks for Citizen Academy		
			Snacks for Citizens Academy		
			Lanyards for Citizen Academy		
			Supplies for Citizen Academy		
			Airfare/OTS Forum (4)		
			Tuition-Gang Conf (4)		
			Tuition/OTS Forum (4)		
			Tuition-Child Abuse (2)		
			Tuition-Photography Class		
			Tuition-Practical Answers		
			Tuition-Clandestine Lab (2)		
			Tuition-Traffic Collission (2)		
			Peperball Gear		
			Lodging/Sherman Block		
			Tuition-Titile 15 (3)		
			Coffee Urn for Training		
			Tuition-Crisis Nego (2)		
			Credit Card Service Charge		
			Tuition/Report Writing (3)		
			Lodging/Child Abuse/Peralta		
			Tuition/Palm Prints/Pacheco		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			Parking/Internal Affairs (2)		
			Deposit/Women Leaders Conf(4)		
			Lodging/Bicycle Instructor/Gre		
			Lodging/Child Abuse/Peralta Ho		
			Mouse Pads for Employee Awards		
			Tuition-ATS Conf/Lawren/LaPoin		
			Tuition-Pepperball Instrctr(2)		
			Tuition-Team Mgt/Grimm/Selinsk		
			Tuition/Bicycle Patrol/3 Offic		
			Tuition/Internal Affairs/Casar		
			Tuition/Report Writing Villana		
			Mesa Water		
			Activation of Camera		
			FAA 107 License Test		
			Surveillance Cameras		
			Fans for ISB due to Excessive		
			Lunch for all day Drone Traini		
			Report Writing in Law Enforcem		
			Symposium Registration		
			Conference Registration		
			Membership Dues		
			USB Drive Yearbook Photos		
			Water-Confrnce Room Meeting		
			EOY Recognition Reception Drin		
			Velcro Tape Picture Frames Chi		
			Animal Srvs-Table Covers		
			Animal Services-Water&Snacks		
			Yearly K9 Activity Tracking		
			Tuition/Pedestrian-Bicycle Cra		
			Traffic MAIT Call Out-Scan Dis		
TOTAL					\$412,669.03

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248628	06/14/24	P	Adaptive Digital Systems Inc	0000026072	17,563.25
			Line Description: Recorder Equipment, Cell Kit		
0248629	06/14/24	P	Advexure LLC	0000029239	19,390.21
			Line Description: Sales Tax 7.75%		
			DJI Goggles 2 Battery		
			CDC DJI Avata PRCS Rapid Charg		
			CDC DJI Mavic 3 PRCS Elite Rap		
			DJI Mavic 3 Enterpries Battery		
			Replacement Drones/UAS Team/ad		
			DJI Mavic 3 Thermal w/DJI Care		
0248630	06/14/24	P	All City Management Services Inc	0000009480	34,935.08
			Line Description: Schl Crsng Guard Svc 5/12-5/25		
			Schl Crsng Guard Svc 4/28-5/11		
0248631	06/14/24	P	Architectural Engineering Technology Inc	0000029448	40,843.64
			Line Description: RTSSP Proj 2/1-4/30/24		
			RTSSP Proj 5/1-5/31/24		
			Professional Services Agreemen		
0248632	06/14/24	P	Bracken's Kitchen Inc	0000029468	16,326.56
			Line Description: Shelter Meal Svc 5/20-6/3/24		
0248633	06/14/24	P	BrightView Landscape Services Inc	0000026055	197,005.05
			Line Description: Landscape Maint-May 2024		
0248634	06/14/24	P	CDW Government Inc	0000005402	15,236.74
			Line Description: APC Back UPS		
			COMPUTER EQUIPMENT		
			COMPUTER EQUIPMENT		
			COMPUTER EQUIPMENT		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: COMPUTER EQUIPMENT COMPUTER EQUIPMENT COMPUTER EQUIPMENT		
0248635	06/14/24	P	DKS Associates	0000024769	18,700.00
			Line Description: City Council Retreat-4/30/24		
0248636	06/14/24	P	Dooley Enterprises Inc	0000002026	17,053.59
			Line Description: Sales Tax 7.75% 45 auto 185 gr-Brass Enclosed 5.56 mm 50 gr-Jacketed Frangib 9mm 115 gr-Brass Enclosed Base		
0248637	06/14/24	P	Endemic Environmental Services Inc	0000021277	29,499.75
			Line Description: FVP Wetland Maint-May 24 FVP Wetland Maint 5/16-5/31/24		
0248638	06/14/24	P	Ford Fleet Care	0000026262	15,604.47
			Line Description: Repairs-Apr 2024 Ford Parts-May 2024		
0248639	06/14/24	P	Lincoln Aquatics	0000025415	65,884.70
			Line Description: Pool Heater @ DRC - EMERGENCY Pool Heater @ DRC - EMERGENCY		
0248640	06/14/24	P	Lyons Security Service Inc	0000027168	27,040.08
			Line Description: Security Srvs Rea Ele May 2024 Security Srvs Whittier May 24 Security Srvs Wilson May 2024 24 Hr Lyons Securty Lion Park		
0248641	06/14/24	P	Orange County Treasurer Tax Collector	0000003489	18,145.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Parking Citation April 2024		
0248642	06/14/24	P	Pinnacle Petroleum, Inc	0000029315	23,860.98
			Line Description: Unleaded Fuel-PD		
0248643	06/14/24	P	Prosurface Inc	0000029488	23,815.00
			Line Description: Sports Court Resurfacing-Vario		
0248644	06/14/24	P	RSI Systems Inc	0000026185	15,882.48
			Line Description: SECURITY AWARENESS TRAINING		
0248645	06/14/24	P	SCA of CA, LLC	0000029971	127,226.87
			Line Description: Bi-Weekly Pressure Washing Pressure Washing and Sweeping Clean Street Sweeping		
0248646	06/14/24	P	Southern California Edison Company	0000004088	173,988.77
			Line Description: 567 W 18th 5/3-6/3/24 745 W 19th 5/3-6/3/24 734 James 5/7-6/5/24 740 James 5/7-6/5/24 744 James 5/7-6/5/24 745 W 18th 5/7-6/5/24 744 James 5/7-6/5/24 Sunflower/Plaza May 24 Loan Charge ID 8670 6/3/24 880 Junipero 5/2-6/2/24 2750 Fairview 5/2-6/2/24 1940 Placentia 5/7-6/5/24 SD Fwy/On/Off May 24 Npt Fwy/Baker May 24 19th/NPT May 24 711 W 18th 5/7-6/5/24 707 W 18th 5/7-6/5/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Park Maint 4/8-5/31/24 1990 Placentia 5/6-6/4/24 1587 Sunflower 5/8-6/6/24 717&721 James 5/7-6/5/24 Signals 9/7/22-5/31/24 Baker/Royal Palm May 24 St Lights 11/21/21-5/31/24 Loan Charge ID 8690 6/3/24 Fac & Equip 4/10-5/31/24 Joann St Bike Trail May 24		
0248648	06/14/24	P	Southern California Edison Company	0000004695	21,929.33
			<i>Line Description:</i> Insatll New Street Lights		
0248649	06/14/24	P	Starfish Signs & Graphics LLC	0000030554	19,942.51
			<i>Line Description:</i> Manufacture & Install 116 Bicy		
0248650	06/14/24	P	West Coast Arborists Inc	0000004498	25,769.45
			<i>Line Description:</i> Tree Maint Svcs 5/1-5/15/24		
0248651	06/14/24	P	32nd District Agricultural Assn	0000003432	112.00
			<i>Line Description:</i> Officer Training CMPD Motor		
0248652	06/14/24	P	AGA Engineers Inc	0000028838	2,247.00
			<i>Line Description:</i> On Call Transptn Eng Svc-Apr24		
0248653	06/14/24	P	ARC	0000022726	1,180.29
			<i>Line Description:</i> Independence Day Banners 4th July Fireworks Lawn Signs Bark Park Lights Banners		
0248654	06/14/24	P	AT & T	0000001107	3,635.83

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> TeWinkle Park		
			PD Emergency Line		
			PD Emergency Line		
			DID Trunk Line		
			DID Trunk Line		
			Outgoing Trunk Line		
			Outgoing Trunk Line		
			Estancia Park		
			Estancia Park		
			TeWinkle Park		
			Wakeham Park		
			Wakeham Park		
			Cool Line for PD		
			Cool Line for PD		
			DRC Alarm		
			DRC Alarm		
			IT Computer Room		
			IT Computer Room		
			DSL Line for Traffic Operation		
			DSL Line for Traffic Operation		
			800 Mhz Radio Link		
			800 Mhz Radio Link		
			Smallwood Park		
			Smallwood Park		
0248655	06/14/24	P	AT & T Mobility	0000001107	93.66
			<i>Line Description:</i> Comm Cell Phones 4/12-5/11/24		
0248656	06/14/24	P	AT & T Teleconference Services	0000001107	414.75
			<i>Line Description:</i> Teleconference April 2024		
0248657	06/14/24	P	Accessorie Air Compressor Systems	0000015332	2,432.85
			<i>Line Description:</i> Annual Shop Air Compressors &		
0248658	06/14/24	P	Ai Ley Tan	0000029642	1,250.00

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Yoga Session-May 24		
0248659	06/14/24	P	Air Exchange Inc	0000024177	649.98
			Line Description: Supplies		
0248660	06/14/24	P	Airdata UAV Inc	0000029861	2,640.00
			Line Description: AirData Enterprise Subscriptio		
0248661	06/14/24	P	Allstar Fire Equipment Inc	0000000986	3,175.15
			Line Description: LABOR SHIPPING ALUM LON HANDLE FIRE/EMT EQUIPMENT SALES TAX (7.75%) SHIPPING SALES TAX (7.75%) FLOW TEST		
0248662	06/14/24	P	Angel Auto Spa LLC	0000027465	2,001.75
			Line Description: CMPD Car Washes May 24		
0248663	06/14/24	P	Ardurra Group, Inc.	0000030147	9,741.25
			Line Description: On Call Transptn Eng-Apr 24 On Call Transptn Eng Svc-May24		
0248664	06/14/24	P	Athletic Field Specialists	0000023215	9,240.00
			Line Description: Herbicide Application Turf Application - City Sports		
0248665	06/14/24	P	B & H Photo Video Inc	0000006056	2,210.22
			Line Description: AUDIO & VISUAL EQUIPMENT		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248666	06/14/24	P	BBI-Beau Bureaux Interiors	0000026977	11,614.42
		<i>Line Description:</i>	OFFICE FURNITURE SALES TAX (7.75%)		
0248667	06/14/24	P	Bee Busters Inc	0000007572	110.00
		<i>Line Description:</i>	Bee Colony Abatement		
0248668	06/14/24	P	Bob Barker Company Inc	0000021223	286.83
		<i>Line Description:</i>	Capture Shield for Jail		
0248669	06/14/24	P	Bound Tree Medical LLC	0000011695	12,466.43
		<i>Line Description:</i>	Bound Tree EMS Supplies EMS Supplies EMS Supplies		
0248670	06/14/24	P	Bureau Veritas North America Inc	0000016616	1,413.34
		<i>Line Description:</i>	Fire Plan Check		
0248671	06/14/24	P	CBE	0000015149	1,029.68
		<i>Line Description:</i>	Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24 Copier Maint 5/5-6/4/24		
0248672	06/14/24	P	CDS Moving Equipment Inc.	0000030373	243.52

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: EZ CRATE SYSTEM		
0248673	06/14/24	P	CMHS Softball Booster	0000000446	500.00
			Line Description: CMHS Alumni Golf Tour-6/4/24		
0248674	06/14/24	P	CSG Consultants Inc	0000001887	196.51
			Line Description: Fire Plan Review-May 24		
0248675	06/14/24	P	California Forensic Phlebotomy Inc	0000001500	2,607.88
			Line Description: Blood Draw Srvs May 2024		
0248676	06/14/24	P	Callyo 2009 Corp	0000022018	9,027.00
			Line Description: CAPE Software 4/1/24-3/31/25 CAPE Software 4/1/24-3/31/25		
0248677	06/14/24	P	Canon Financial Services Inc	0000023241	7,049.18
			Line Description: Copier Lease-May 24 Copier Lease 5/20-6/19/24 Copier Usage-Apr 2024 Property Tax 2023		
0248678	06/14/24	P	Commercial Van Interiors Inc	0000007660	6,394.00
			Line Description: Labor Freight Sales Tax 7.75% Up-fit of Unit 761-PD Property		
0248679	06/14/24	P	Connell Chevrolet	0000001763	913.99
			Line Description: Vehicle Repair-#771		
0248680	06/14/24	P	Continental Interpreting Services Inc	0000024355	2,100.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> City Council Interpreters Svc City Council Interpreters Svc Interpreters Svc CC Mtng		
0248681	06/14/24	P	Costa Mesa Auto Glass	0000010001	2,820.48
			<i>Line Description:</i> Windshield-#555 Rear Glass-#054 Window Tint-#572 Window Tint-#712 Window Tint-#709 Window Tint-#714		
0248682	06/14/24	P	Costa Mesa Lock & Key	0000001817	320.03
			<i>Line Description:</i> NHCC Service Call Breakaway Lock-FS #1 Weatherized Padlock		
0248683	06/14/24	P	County of Orange	0000007209	897.79
			<i>Line Description:</i> Radio Repair Radio Repair		
0248684	06/14/24	P	Cron & Associates Transcription Inc	0000016871	845.25
			<i>Line Description:</i> Trancription Svc Transcription Svcs		
0248685	06/14/24	P	Daniels Tire Service	0000001922	1,696.76
			<i>Line Description:</i> Warehouse Stock		
0248686	06/14/24	P	Data Ticket Inc	0000010929	6,362.48
			<i>Line Description:</i> Prkng Citation Process Apr2024		
0248687	06/14/24	P	Dell Computer Corp	0000001962	4,342.11

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Sales Tax 7.75% COMPUTER EQUIPMENT Environmental Fee Environmental Disposal Fee Dell Laptop-LATI 5540 Sales Tax 7.7% Dell Ultra - Monitor		
0248688	06/14/24	P	Dixon Resources Unlimited	0000027441	180.00
			<i>Line Description:</i> On Call Prkng Permit Svc-May24		
0248689	06/14/24	P	EEC Environmental	0000030666	4,692.50
			<i>Line Description:</i> AST Design-May 24		
0248690	06/14/24	P	Ecolab Pest Elimination	0000024420	1,952.35
			<i>Line Description:</i> Pest Control Svcs-Parks Pest Control Services-May 24		
0248691	06/14/24	P	Entenmann Rovin Company	0000002130	727.38
			<i>Line Description:</i> Name Bar		
0248692	06/14/24	P	Everett Dorey LLP	0000026882	3,787.50
			<i>Line Description:</i> General Matter Svc-May 2024		
0248693	06/14/24	P	Farhan Chowdhury	0000030269	90.00
			<i>Line Description:</i> Basketball Referee 6/5/24		
0248694	06/14/24	P	Federal Technology Solutions Inc	0000024174	11,056.53
			<i>Line Description:</i> NETWORK DROP INSTALLATION Data Communication-Garage Line		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248695	06/14/24	P	Fuel Pros Inc	0000026476	2,582.00
		<i>Line Description:</i>	Overfill Prevention Insptn-FS2 Overfill Prevention Inspctn Overfill Prevention Inspectn		
0248696	06/14/24	P	Gabrielle Jimenez	0000030781	300.00
		<i>Line Description:</i>	Art Program Utility Box		
0248697	06/14/24	P	Galls LLC	0000002297	3,785.32
		<i>Line Description:</i>	Uniform-Trujillo Uniform-Johnson Uniform-Getz Uniform Uniform Uniform Uniform Uniform-Castillo Uniform		
0248698	06/14/24	P	Glenn Lukos & Associates Inc	0000011626	3,004.27
		<i>Line Description:</i>	FVP Vernal Pool Svc3/30-5/3/24		
0248699	06/14/24	P	Grainger	0000002393	3,613.38
		<i>Line Description:</i>	New Generator for DUI checkpoi Cold Weather Kit Safety Glasses Sales Tax 7.75% Sidewalk Edger General Supplies Concrete Tools Actuator Assembly Sloan		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248700	06/14/24	P	Hanks Electrical Supplies	0000002445	2,569.74
			Line Description: Electrical Supplies		
0248701	06/14/24	P	Headsets Direct Inc	0000030403	1,598.83
			Line Description: Headsets & Batteries		
0248702	06/14/24	P	Hoag for Her Center for Wellness	0000029629	300.00
			Line Description: WELLNESS CLASSES		
0248703	06/14/24	P	Image Concepts	0000026883	106.67
			Line Description: Staff Shirts		
0248704	06/14/24	P	Ingri Seeung Quon	0000030783	300.00
			Line Description: Water Color Utility Box Design		
0248705	06/14/24	P	Integrated Impressions	0000003403	3,184.52
			Line Description: ICSC Promotional Items		
0248706	06/14/24	P	Irvine Ranch Water District	0000005112	2,127.12
			Line Description: 261 Monte Vista 5/7-6/6/24		
			258 Brentwood 5/7-6/6/24		
			2603 Elden 5/7-6/6/24		
			106 Del Mar 5/7-6/6/24		
			170 Del Mar 5/7-6/6/24		
			220 23rd 5/7-6/6/24		
			308 University 5/7-6/6/24		
0248707	06/14/24	P	Johnson Favaro LLP	0000023249	3,468.55
			Line Description: Lion Pk Proj Thru 5/31/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248708	06/14/24	P	Knack Training	0000030589	14,500.00
			Line Description: MicroSoft Training		
0248709	06/14/24	P	Linscott Law & Greenspan Engineers Inc	0000010877	3,199.80
			Line Description: Del Mar Ave Bicycle Facility		
0248710	06/14/24	P	Los Angeles Times	0000003000	8,375.43
			Line Description: Legal Publications		
0248711	06/14/24	P	MK Electric Inc	0000029674	13,835.87
			Line Description: Replace stolen electrical wire		
0248712	06/14/24	P	Mike Raahauges Shooting Enterprises	0000006853	100.00
			Line Description: Range Fees SWAT June 2024		
0248713	06/14/24	P	National Data & Surveying Services	0000021249	165.00
			Line Description: ADT/Speed Counts-Sunflower		
0248714	06/14/24	P	Norwood Management LLC	0000029243	13,261.00
			Line Description: June 2024 Rent		
0248715	06/14/24	P	O Neil Storage	0000018395	137.63
			Line Description: Offsite Records Storage		
0248716	06/14/24	P	OC Audio Visual Solutions	0000023391	5,210.00
			Line Description: Audio & Visual Services for Em		
0248717	06/14/24	P	Oracle America Inc	0000003419	2,793.03
			Line Description: MICROFOCUS VISUAL COBOL		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248718	06/14/24	P	Orange County Mosquito & Vector Control	0000021750	2,345.90
			Line Description: Inspection&Treatment FVP May24		
0248719	06/14/24	P	Pacific Medical Waste	0000029793	191.55
			Line Description: Biohazard Disposal May 2024		
0248720	06/14/24	P	Parkink	0000029297	6,063.71
			Line Description: SHIPPING PROMOTIONAL ITEMS SALES TAX (7.75%)		
0248721	06/14/24	P	Permit Management Solutions	0000024925	1,599.00
			Line Description: Consulting Staffing Srvs Consulting Staffing Srvs		
0248722	06/14/24	P	Priority Landscape Services LLC	0000026592	11,132.00
			Line Description: Citywide Young Tree Care Fairview Park Landscape Apr 24 Landscape Maint FVP Jan 24		
0248723	06/14/24	P	Proactive Engineering Consultants Inc	0000028916	605.00
			Line Description: Westside Storm Drain Imprv		
0248724	06/14/24	P	Quadient Inc	0000028798	6,151.49
			Line Description: Postage Meter May-June		
0248725	06/14/24	P	RK Engineering Group Inc	0000025933	3,000.00
			Line Description: On-Call Traffic Engin Srvs Apr		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248726	06/14/24	P	Red Wing Business Advantage Account	0000003772	225.00
			Line Description: Safety Boots-Joseph Rojas		
0248727	06/14/24	P	Resource Building Materials	0000024350	419.26
			Line Description: Sandblasting Sand for Graffiti		
0248728	06/14/24	P	SVT Fleet Solutions	0000030535	8,820.98
			Line Description: Oil Leak Repair-#528		
			Coolant Leak Repair-#514		
0248729	06/14/24	P	Sean Simon	0000029869	90.00
			Line Description: Basketball Referee 6/5/24		
0248730	06/14/24	P	Shaw HR Consulting Inc	0000021706	100.00
			Line Description: Reasonable Accommodation		
0248731	06/14/24	P	South Coast Emergency Vehicle Services	0000003643	2,441.12
			Line Description: Relief Valves		
0248732	06/14/24	P	Southern California Edison Company	0000004695	580.45
			Line Description: Adams/Pinecreek Line Extension		
0248733	06/14/24	P	Southern California Shredding Inc	0000025605	40.00
			Line Description: On-Site Shredding Services Fin		
0248734	06/14/24	P	Southwest Lift & Equipment Inc	0000025759	2,696.33
			Line Description: Annual Shop Hoist Inspections		
0248735	06/14/24	P	Sunset Detectives	0000026756	9,907.75

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Background		
0248736	06/14/24	P	The Intersect Group, LLC	0000030170	3,191.60
			Line Description: Temp Dustin C Week End 5/17 Temp Alexis L Week End 5/17		
0248737	06/14/24	P	The Sayler Group Corp	0000030033	4,608.00
			Line Description: Trash&Debris Removal May 24		
0248738	06/14/24	P	US Bank	0000002228	5,508.10
			Line Description: Payroll 24-11		
0248739	06/14/24	P	US Postal Service	0000004376	10,000.00
			Line Description: Postage Meter		
0248740	06/14/24	P	US Postmaster	0000004377	10,000.00
			Line Description: Bulk Mail		
0248741	06/14/24	P	United Site Services of California Inc	0000015552	136.41
			Line Description: Portable Toilet Corp Yr May 24 Portable Toilet Srvs 4/24-5/21		
0248742	06/14/24	P	Verizon Wireless	0000008717	8,386.72
			Line Description: Broadband 3/24-4/23/24 WIRELESS PHONE 4/18-5/17/24 WIRELESS PHONE 4/18-5/17/27 WIRELESS PHONE 4/18-5/17/24 WIRELESS PHONE 4/18-5/17/24		
0248743	06/14/24	P	Vulcan Materials Company	0000007403	998.12
			Line Description: Asphalt		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt		
0248744	06/14/24	P	WLC Architects Inc	0000023955	1,125.00
			Line Description: CM FS1 HVAC Improvements		
0248745	06/14/24	P	Walk 'n Rollers	0000029782	2,500.00
			Line Description: Bicycle Safety Education Progr		
0248746	06/14/24	P	Ware Disposal Inc	0000000255	11,161.64
			Line Description: Scheduled Dump Day Events James St Trash Srvs May Scheduled Dump Day Events James St Trash Srvs June 24		
0248747	06/14/24	P	Waxie Sanitary Supply	0000004480	194.53
			Line Description: Sanitary Supply		
0248748	06/14/24	P	WestPac Labs Inc	0000027515	752.98
			Line Description: BLOOD TESTS		
0248749	06/14/24	P	Westates Marking Devices	0000004505	412.69
			Line Description: Desk Name Plates		
0248750	06/14/24	P	Williams Data Management	0000018803	516.90
			Line Description: DATA STORAGE May 2024		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 18

Run Date Jun 13,2024

Run Time 3:29:33 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248751	06/14/24	P	Zumar Industries Inc	0000004622	841.52
			Line Description: Sheeting Material		
					TOTAL \$1,307,654.09

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
017417	6/20/2024	V	Jack T Stewart	0000013411	03/29/24	(438.38)
Line Description: Retiree passed away.						
TOTAL						(\$438.38)

26,161.17

(438.38)

341,372.90

2,022.22

4,009.53

(1,781.31)

(2,420.36)

(279.60)

368,646.17

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
017821	06/21/24	P	Alberto Lopez	0000009980	128.44
			Line Description: Adv Homeless Liaison Officer		
017822	06/21/24	P	Anna Baca	0000025078	79.51
			Line Description: Business Mtng		
017823	06/21/24	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 24-13		
017824	06/21/24	P	Carlos Diaz	0000013277	1,000.00
			Line Description: Exec Professional Dev Reimb		
017825	06/21/24	P	Christopher Coates	0000006669	1,000.00
			Line Description: Exec Professional Dev Reimb		
017826	06/21/24	P	Costa Mesa Employees Association	0000006284	4,371.01
			Line Description: Payroll Deduction 24-13		
017827	06/21/24	P	Costa Mesa Executive Club	0000006286	135.00
			Line Description: Payroll Deduction 24-13		
017828	06/21/24	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payroll Deduction 24-13		
017829	06/21/24	P	Costa Mesa Police Association	0000001819	7,080.00
			Line Description: Payroll Deduction 24-13		
017830	06/21/24	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 24-13		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Jun 20, 2024

Run Time 11:22:00 AM

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
017831	06/21/24	P	Daniel Bissell	0000029890	24.00
			<i>Line Description:</i> Active Shooter Response		
017832	06/21/24	P	Daniel Inloes	0000023442	2,935.62
			<i>Line Description:</i> 2024 ICSC Tradeshow 2023 ICSC Tradeshow		
017833	06/21/24	P	David Casarez	0000004716	16.00
			<i>Line Description:</i> Officer Involved Shooting		
017834	06/21/24	P	David Sevilla	0000021387	16.00
			<i>Line Description:</i> ICS 400		
017835	06/21/24	P	Givraan Gutierrez	0000026156	24.00
			<i>Line Description:</i> Active Shooter Response		
017836	06/21/24	P	Jacob Schulze	0000026462	24.00
			<i>Line Description:</i> Active Shooter Response		
017837	06/21/24	P	Kathleen Sapida	0000029556	227.20
			<i>Line Description:</i> Arrest/Control Tactics Instruc Sexual Assault 1st Responders		
017838	06/21/24	P	Kristofer Moore	0000025526	500.00
			<i>Line Description:</i> Clothing Allowance 23-24		
017839	06/21/24	P	Laura Davis	0000012465	24.00
			<i>Line Description:</i> Bicycle Patrol		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
017840	06/21/24	P	Shane Dean	0000029614	24.00
<i>Line Description:</i> Active Shooter Response					
TOTAL					<u>\$26,161.17</u>

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0248062	6/20/2024	V	The Bank of New York Mellon	0000005664	05/03/24	(1,781.31)
Line Description: Bank processed unendorsed payment and credited later.						
0248149	6/18/2024	V	Marlys Cybulski	0000030722	05/10/24	(2,420.36)
Line Description: Check payable to Trustee and Executor of Estate of Marlys Cybulki.						
0248264	6/18/2024	V	Marlys Cybulski	0000030722	05/17/24	(279.60)
Line Description: Check payable to Trustee and Executor of Estate of Marlys Cybulki.						
TOTAL						(\$4,481.27)

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248752	06/21/24	P	BPR, Inc.	0000030238	17,485.00
			Line Description: Sidewalk Grinding		
0248753	06/21/24	P	CDW Government Inc	0000005402	22,505.36
			Line Description: RECYCLING FEE CISCO MERAKI WIRELESS ACCESS P CISCO MERAKI LICENSES SALES TAX (7.75%) MS 4YR COMPLETE BUS. PROTECTIO STARTTECH.COM 6' USBC TO DISPL SURFACE THUNDERBOLT 4 DOCK SALES TAX (7.75%) MS SUFACE LAPTOP		
0248754	06/21/24	P	Dell Computer Corp	0000001962	21,121.06
			Line Description: ULTRASHARP 24 MONITOR SALES TAX (7.75%) ENVIRONMENTAL FEE		
0248755	06/21/24	P	Econolite Systems, inc	0000030165	38,492.44
			Line Description: Signal Cabinet Traffic Cabinet		
0248756	06/21/24	P	Michael Baker International Inc	0000024229	26,065.00
			Line Description: Kick-Off Meeting & Project Des		
0248757	06/21/24	P	Napa Auto & Truck Parts	0000012968	18,637.31
			Line Description: Parts-March Warehouse Automotive Stock		
0248758	06/21/24	P	Orange County Pinballs	0000030786	20,970.35
			Line Description: PINBALL MACHINE		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: SHIPPING SALES TAX (7.75%)		
0248759	06/21/24	P	4Leaf Inc	0000029711	2,095.00
			Line Description: Plan Review-May 24		
0248760	06/21/24	P	AT & T	0000001107	3,606.51
			Line Description: DID Trunk Line PD Emergency Line TeWinkle Park Cool Line for PD DRC Alarm IT Computer Room Outgoing Trunk Line Estancia Park Wakeham Park Smallwood Park DSL Line for Traffic Operation 800 Mhz Radio Link		
0248761	06/21/24	P	Active Network	0000023845	2,520.00
			Line Description: ACTIVENET CONNECT		
0248762	06/21/24	P	All Traffic Solutions Inc	0000025936	337.31
			Line Description: Power Cord Connector-Trailer		
0248763	06/21/24	P	Amerinat	0000026372	2,000.00
			Line Description: Monitoring Svc-Apr 24 Monitoring Svc-Feb 2024		
0248764	06/21/24	P	Angela Cybulski	0000030722	2,699.96
			Line Description: Refund Ambulance Fee Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Refund Ambulance Fee Refund Ambulance Fee		
0248765	06/21/24	P	Beau Hossler	0000029714	210.00
			<i>Line Description:</i> Basketball Referee 6/10/24 Basketball Referee 6/12/24 Basketball Referee 6/17/24		
0248766	06/21/24	P	Beginners Edge Sports Training LLC	0000027270	2,457.00
			<i>Line Description:</i> Spring 24 Instructor Pymnt		
0248767	06/21/24	P	Blue Cosmo	0000026920	684.92
			<i>Line Description:</i> Satellite Phone Svcs-June 24		
0248768	06/21/24	P	Bound Tree Medical LLC	0000011695	9,618.55
			<i>Line Description:</i> EMS Supplies		
0248769	06/21/24	P	CAPE	0000001569	50.00
			<i>Line Description:</i> Mbrshp-Carpenter 1/1/25		
0248770	06/21/24	P	CBE	0000015149	342.86
			<i>Line Description:</i> COPIER MAINTENANCE		
0248771	06/21/24	P	CSG Consultants Inc	0000001887	1,896.23
			<i>Line Description:</i> Bldg Plan Review-May 24		
0248772	06/21/24	P	Canon Financial Services Inc	0000023241	830.52
			<i>Line Description:</i> COPIER LEASE COPIER LEASE Copier Lease 4/20-5/19/24 Copier Lease 5/20-6/19/24		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 4

Run Date Jun 20, 2024

Run Time 11:19:51 AM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: COPIER LEASE Copier Lease -Jun 24 Copier Lease -Jun 24		
0248773	06/21/24	P	Costa Mesa Lock & Key	0000001817	229.03
			Line Description: Keys Costa Mesa Range Remodel		
0248774	06/21/24	P	County of Orange	0000003486	5,171.32
			Line Description: Teletype Services-May 24 AFIS Fees -May 2024		
0248775	06/21/24	P	County of Orange	0000007209	360.22
			Line Description: Radio Repair		
0248776	06/21/24	P	Daniels Tire Service	0000001922	812.39
			Line Description: Warehouse Stock		
0248777	06/21/24	P	Eagle Print Dynamics	0000026736	1,074.09
			Line Description: Tot Bags		
0248778	06/21/24	P	Entenmann Rovin Company	0000002130	245.81
			Line Description: Badges		
0248779	06/21/24	P	Extti Incorporated	0000010491	262.50
			Line Description: Workplace Investigation		
0248780	06/21/24	P	FileOnQ Inc.	0000030101	3,051.48
			Line Description: Subscription Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248781	06/21/24	P	Galls LLC	0000002297	4,635.98
		Line Description:	Uniform-SMith Uniform-Chawla Uniform-Smith Uniform-Smith Credit Uniform-Taylor Uniform-Banks Uniform-Ferreyra Uniform-Cervantes Uniform-Vaglienty Uniform-Nguyen Uniform		
0248782	06/21/24	P	Gorilla Marketing	0000029678	1,975.95
		Line Description:	Retro Glasses		
0248783	06/21/24	P	Healthy U	0000012092	533.00
		Line Description:	Spring 24 Instructor Pymnt Spring 24 Instructor Pymnt		
0248784	06/21/24	P	International Coatings Company Inc	0000025519	10,133.24
		Line Description:	Traffic Paint		
0248785	06/21/24	P	Interwest Consulting Group Inc	0000021505	2,452.72
		Line Description:	Bldg & Safety-May 24		
0248786	06/21/24	P	James Snordan	0000029974	120.00
		Line Description:	Basketball Referee 6/12/24 Basketball Referee 6/17/24		
0248787	06/21/24	P	Kimball Midwest	0000006819	11.31
		Line Description:	Parts		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Jun 20, 2024

Run Time 11:19:51 AM

Bank: CITY

Cycle: A/W/KLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0248788	06/21/24	P	LSA Associates Inc	0000003007	1,500.00
			<i>Line Description:</i> Peer Review Parking Study		
0248789	06/21/24	P	Langlois Fancy Frozen Foods	0000030651	229.68
			<i>Line Description:</i> Jail Food Services		
0248790	06/21/24	P	Los Angeles Times	0000003000	2,725.96
			<i>Line Description:</i> Legal Notices		
0248791	06/21/24	P	Melad & Associates	0000005068	3,187.94
			<i>Line Description:</i> Consulting Plan Check Svcs		
0248792	06/21/24	P	Nutrien AG Solutions Inc	0000026392	3,591.31
			<i>Line Description:</i> Purchase of Chemicals		
0248793	06/21/24	P	Omari Smith	0000029906	90.00
			<i>Line Description:</i> Basketball Referee 6/10/24		
0248794	06/21/24	P	Orange County Probation Department	0000003491	4,024.45
			<i>Line Description:</i> Overtime Officer Q3		
0248795	06/21/24	P	Pat Hill	0000002532	682.50
			<i>Line Description:</i> Spring 24 Instructor Pymnt		
0248796	06/21/24	P	Permit Management Solutions	0000024925	975.00
			<i>Line Description:</i> Consulting Staffing Svcs		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 7

Run Date Jun 20, 2024

Run Time 11:19:51 AM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248797	06/21/24	P	Premier Martial Arts	0000030169	95.55
			Line Description: Spring 24 Instructor Pymnt		
0248798	06/21/24	P	Red Wing Business Advantage Account	0000003772	179.39
			Line Description: Safety Boots Robert Soto		
0248799	06/21/24	P	Roy Center	0000002158	2,737.15
			Line Description: Spring 24 Instructor Pymnt		
			Spring 24 Instructor Pymnt		
0248800	06/21/24	P	SHI International Corp	0000016007	2,642.44
			Line Description: 5 Year Camera License		
			Shipping Fee		
			Dome Camera		
			Sales Tax from PO#16684 (Close		
0248801	06/21/24	P	Scott Fazekas & Associates Inc	0000003961	12,038.86
			Line Description: Consulting Plan Check Services		
			Consulting Plan Check Services		
0248802	06/21/24	P	Skyhawks Sports Academy LLC	0000004040	321.75
			Line Description: Spring 24 Instructor Pymnt		
0248803	06/21/24	P	Snap On Industrial	0000012101	712.22
			Line Description: Shop Tools		
0248804	06/21/24	P	So Cal First Aid & Safety	0000026397	141.73
			Line Description: First Aid Supplies		
0248805	06/21/24	P	So Cal Sandbags Inc	0000024349	2,225.94

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Infield Mix For TAC		
0248806	06/21/24	P	SoftwareONE Inc	0000024168	838.47
			<i>Line Description:</i> GOVERNMENT LICENSE		
0248807	06/21/24	P	Southern California Edison Company	0000004088	7,987.65
			<i>Line Description:</i> 360 Ogle St 5/10-6/10/24 Arlington Ped X 5/9-6/9/24 3175 Airway 5/9-6/9/24 152 Baker St Ped 5/9-6/9/24 970 Arlington 5/2-5/31/24 2590 Placentia 5/7-6/5/24 350 Bristol 5/9-6/9/24 308 University 5/13-6/11/24 2944 Bristol 5/15-6/13/24 3190 Airport Lp 5/9-6/9/24 1560 Adams 5/13-6/11/24		
0248808	06/21/24	P	Southern California Gas Company	0000004092	473.56
			<i>Line Description:</i> 3175 Airway 5/8-6/7/24		
0248809	06/21/24	P	Southern California Shredding Inc	0000025605	145.00
			<i>Line Description:</i> On-Site Shredding Svc-Jun 24		
0248810	06/21/24	P	Sparkletts	0000015725	363.36
			<i>Line Description:</i> Water Delivery Svcs - IT		
0248811	06/21/24	P	Talimar Systems Inc	0000025939	3,607.47
			<i>Line Description:</i> 5 Guest Chairs Shipping Sales Tax 7.75%		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248812	06/21/24	P	Terrell Thorogood	0000030424	60.00
			Line Description: Basketball Referee6/17/24		
0248813	06/21/24	P	The Bank of New York Mellon	0000005664	1,781.31
			Line Description: Qtrly Svc Fee 1/1-3/31/24		
			Qtrly Svc Fee 1/1-3/31/24		
0248814	06/21/24	P	The Code Group Inc	0000025073	13,600.00
			Line Description: Bldg InspectionSvc 4/28-6/1/24		
			Bldg InspectionSvc 1/1-1/27/24		
0248815	06/21/24	P	The Home Depot Credit Services	0000002560	14,727.64
			Line Description: Hardware Supples Bldg Maint		
			Pimbing Supplies Bldg Maint		
			Hardware Supplies Park Maint		
			General Supplies Street Maint		
			General Supplies Bldg Maint		
			Maint Equip Street Maint		
			Tools Response Control		
			Repairs Equip Maint		
			Maint Equip Maint		
			Auto Parts/Supplies Equip Main		
			Small Tools & Equipment Bldg M		
			General Supplies Signs/Marking		
			General Supplies Graffiti Abat		
			Electrical Supplies Bldg Maint		
0248816	06/21/24	P	Time Warner Cable	0000011202	31.74
			Line Description: Cable Services for City Hall		
0248817	06/21/24	P	Verizon Wireless	0000008717	1,778.81
			Line Description: Broadband NexGen Through 4/30		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248818	06/21/24	P	Verizon Wireless	0000008717	14,369.97
		Line Description:	Broadband 4/24-5/23/24 Subnet Broadband 4/18-5/17/24 PD Cell Phone 4/16-5/15/24 WIRELESS PHONE4/18-5/17/24		
0248819	06/21/24	P	West Coast Dance Arts	0000021602	980.20
		Line Description:	Spring 24 Instructor Pymnt Spring 24 Instructor Pymnt		
0248820	06/21/24	P	Yunex LLC	0000029573	10,589.00
		Line Description:	Routine for May 2024		
0248821	06/21/24	P	Zumar Industries Inc	0000004622	6,242.43
		Line Description:	Post & Anchors for Sign Protective Overlay		
TOTAL					\$341,372.90

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jun 20, 2024

Run Time 11:21:14 AM

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248822	06/21/24	P	Amanda Kim	0000030668	553.85
			Line Description: Payroll Deduction 24-13		
0248823	06/21/24	P	CalPERS Long-Term Care Program	0000006287	85.42
			Line Description: Payroll Deduction 24-13		
0248824	06/21/24	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 24-13		
0248825	06/21/24	P	State of California	0000001546	283.28
			Line Description: Payroll Deduction 24-13		
0248826	06/21/24	P	State of California	0000001546	122.63
			Line Description: Payroll Deduction 24-13		
0248827	06/21/24	P	State of California	0000001546	227.04
			Line Description: Payroll Deduction 24-13		
TOTAL					\$2,022.22

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0248828	06/21/24	P	The Webstaurant Store, LLC	0000030787	4,009.53
			Line Description:	SHIPPING CHAIR DOLLY SALES TAX (7.75%) LIFTGATE DELIVERY FOLDING CHAIRS	
TOTAL					\$4,009.53



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-287

Meeting Date: 7/16/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of June 18, 2024.



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY TUESDAY, JUNE 18, 2024 - MINUTES

CALL TO ORDER –The Closed Session meeting was called to order by Mayor Stephens at 4:02 p.m.

ROLL CALL

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

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

APN: 420-012-16

Agency Negotiators: Lori Ann Farrell Harrison, City Manager

Negotiating Parties: State of California

Under Negotiation: Price and Terms of Payment

City Council recessed at 4:05 p.m. for Closed Session.

Closed Session adjourned at 4:55 p.m.

CALL TO ORDER –The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:03 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 Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

City Council recognized Jonah Birza, graduate from Estancia High School who has enlisted in the U.S. Marine Corps.

Mayor Stephens provided a proclamation in recognition of 2024 Pride Month.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Liz Winger, spoke in support of a beekeeping ordinance.

Lynn Redman, spoke on mitigating the black mustard plants at Fairview Park.

Jenn Tanaka, Costa Mesa, provided information on a beekeeping ordinance that was considered by the Animal Services Committee.

Speaker, spoke on parking enforcement for street sweeping, spoke on traffic and parking impacts by development, and spoke against the traffic enhancements on West 19th Street.

Speaker, Resilience Orange County, spoke on a tenant rights workshop on June 26th, a residents meeting on Center Street on July 20th, and affordability covenants expiring in 2025 at 1840 Park Ave.

Priscilla Rocco, Costa Mesa, spoke in support of a beekeeping ordinance.

Speaker, spoke on Measure Y and against the One Metro West project.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Chavez thanked the community and the Costa Mesa Police Department, spoke on permit parking enforcement, spoke on lunch at the library held at the Donald Dungan Library, and requested to adjourn the meeting in memory of Don Maher.

Council Member Gameros spoke on a pet vaccination event held at City Hall, spoke on attending movies in the park, and spoke on the Police Department using the Bearcat to address criminal activity over the weekend.

Council Member Harper spoke in support of a beekeeping ordinance, spoke on following up on an issue brought up by a resident and being overcharged by the Costa Mesa Sanitary District, and spoke on a lack of transparency on the property tax bills.

Council Member Marr spoke on bringing forth a beekeeping ordinance.

Council Member Reynolds spoke in support of exploring a beekeeping ordinance, spoke on staff researching affordable housing covenants, spoke on reducing costs for small special events, spoke on the Fish Fry Festival put on by the Lions Club, and thanked residents for volunteering their time to Costa Mesa.

Mayor Pro Tem Harlan spoke on Harper Park and that the park rangers will not be at the park during the summer and spoke on a community meeting at Kaiser Elementary regarding a bike segment on Santa Ana Avenue between 21st Street and 22nd Street.

Mayor Stephens spoke in support of bringing forth a beekeeping ordinance, spoke on attending the CalOptima Resource Fair, spoke on the criminal activity over the weekend and commended the Police Department, spoke on the July 3rd event, and spoke on the Fish Fry and in support of the Lions Club.

REPORT – CITY MANAGER – Ms. Farrell Harrison thanked City Council for honoring Jonah Birza and for the tribute for those joining the military, spoke on the July 3rd event, thanked Michelle Richards, CEO of the OC Fair and staff for their partnership, spoke on preparing a beekeeping ordinance for City Council's consideration, and spoke on a joint study session with the Planning Commission regarding the Fairview Developmental Center.

REPORT – CITY ATTORNEY – Ms. Hall Barlow wished everyone a Happy Pride Month.

CONSENT CALENDAR

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve the Consent Calendar except for Item Nos. 5, 8, 9, 10, and 11.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: Mayor Stephens recused himself on item 3 the Warrant Resolution due to campaign contributions received.

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: Allstate Insurance Company (Steven Larsen), Devon Bradley.

3. ADOPTION OF WARRANT RESOLUTION

Mayor recused himself on this item due to campaign contributions received.

ACTION:

City Council approved Warrant Resolution No. 2719.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of June 4, 2024.

6. AGREEMENT FOR FUEL PROCUREMENT AND DELIVERY SERVICES WITH MERRIMAC PETROLEUM, INC.

ACTION:

1. City Council approved the Agreement with Merrimac Petroleum, Inc., DBA Merrimac Energy Group, 1240 Wardlow Road, Long Beach, CA 90807, for the purchase and delivery of fuel in an annual amount not to exceed \$250,000.
2. Authorized the City Manager and City Clerk to execute the agreement and future authorized amendments to the agreement.

7. AWARD OF THE TRAFFIC SIGNAL MODIFICATION AT BAKER STREET AND BABB STREET, CITY PROJECT NO. 24-02, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION

ACTION:

1. City Council found the project to be categorically exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 and adopted plans, specifications, and working details for the Traffic Signal Modification at Baker Street and Babb Street, City Project No. 24-02.
2. Awarded a Public Works Agreement (PWA) for construction to Crosstown Electrical & Data, Inc., 5454 Diaz Street, Irwindale, CA 91706, in the amount of \$292,787 and authorized an additional ten percent (10%) contingency totaling \$29,279 as needed for unforeseen costs from Measure "M2" Fairshare (416) fund balance.
3. Authorized a budget adjustment to appropriate \$60,537 from Fund 416 Measure "M2" Fairshare available fund balance to the project.
4. Authorized the City Manager and City Clerk to execute the PWA, and authorized the City Manager to execute future contract amendments within Council authorized limits.

ITEMS PULLED FROM THE CONSENT CALENDAR

5. CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM AND GRANT FOR COMMUNITY BASED TRANSIT

Public Comments: None.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve the Consent Calendar except for Item Nos. 5, 8, 9, 10, and 11.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Harper.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

1. City Council approved the contract with Circuit Transit, Inc. for the Clean Mobility Options (CMO) Voucher Pilot Program in an amount not to exceed \$500,000 annually, for a term of three (3) years after commencement of on-demand transit services.
2. Authorized the City Manager and City Clerk to execute the agreement and future amendments to the agreement within the budgeted amount.

8. PLANNING APPLICATION PDRC-23-0001 TO ADD THE “LEROY ANDERSON HOUSE” AT 208 MAGNOLIA STREET TO THE LOCAL HISTORIC REGISTER AND APPROVE A MILLS ACT CONTRACT FOR THE PROPERTY

Public Comment:

Speaker, spoke on the history of the location, the housing deed, and spoke on recognizing that the address was formerly under a racial covenant.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council found that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (“Common Sense”) of the CEQA Guidelines.
2. Adopted City Council Resolution 2024-37 to place the “Leroy Anderson House” at 208 Magnolia Street on the Local Register of Historic Places.
3. Approved a Mills Act contract between the City and the property owner to facilitate preservation of the subject property as a historic resource.

9. **ADOPTION OF ORDINANCES APPROVING DEVELOPMENT AGREEMENT (DA-20-02), REZONE (R-20-01), AND SPECIFIC PLAN (SP-20-01), AND ADOPTION OF RESOLUTION AMENDING CERTAIN CONDITIONS OF APPROVAL FOR THE ONE METRO WEST PROJECT LOCATED AT 1683 SUNFLOWER AVENUE**

Public Comments:

Speaker, stated the item should not have been placed on the consent calendar, and spoke on Measure K and ballot curing.

Cynthia McDonald, Costa Mesa, spoke in support of the public voting on the project.

MOVED/SECOND: Mayor Stephens/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Harper.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

1. City Council found that the amendments are in substantial conformance with the Final Environmental Impact Report (EIR) for the One Metro West project (State Clearing House No. 2019050014), including a mitigation monitoring program and statement of overriding considerations, which was certified by the City Council on May 4, 2021, and that no further environmental review under CEQA is required pursuant to CEQA Guidelines Section 15162.
2. Gave second reading to and adopted Ordinance No. 2024-05 approving Development Agreement 20-02, modifying payment of impact fees and community benefits funding from one year to five years and clarifying the Agreement's effective date.
3. Gave second reading to and adopted Ordinance No. 2024-06 approving Rezone 20-01.
4. Gave second reading to and adopted Ordinance No. 2024-07 approving Specific Plan 20-01.

10. **SECOND READING OF ORDINANCE NO. 2024-02 AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS**

Public Comments:

Speaker, stated the item should not have been placed on the consent calendar.

Diane Russell spoke in favor of lowering the 50-unit project threshold and spoke on the need for affordable housing.

Adam Wood, Building Industry Association, spoke on a lack of production of housing, rezoning, and in-lieu fees.

Speaker, spoke on the unit threshold and density, Measure K locations, and in-lieu fees.

Cynthia McDonald, Costa Mesa, spoke in support of the Costa Mesa Affordable Housing Coalition letter, bringing affordable housing to the city, and the Housing Element requirements.

Kathy Esfahani, Costa Mesa Affordable Housing Coalition, spoke in opposition of the 50-unit project threshold, spoke on the need for affordable housing, and spoke on the inclusionary requirement.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve staff recommendation with the change of reducing the project threshold from 50-units to 30-units.

SUBSTITUTE MOTION/SECOND: Mayor Stephens/Council Member Harper

SUBSTITUTE MOTION: Continue the item to the next meeting for further analysis and discussion.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, and Mayor Stephens.

Nays: Council Member Chavez and Mayor Pro Tem Harlan.

Absent: None.

Abstain: None.

Motion carried: 5-2

ACTION:

City Council continued the item to the next meeting for further analysis and discussion.

11. APPROVAL OF AMENDMENT TO MERCY HOUSE AGREEMENT FOR CITYWIDE RENTAL ASSISTANCE PROGRAM

Public Comment: None.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council approved Amendment No. 5 to the Subrecipient Agreement with Mercy House Living Centers increasing the compensation by \$500,000 for a total not-to-exceed amount of \$2,050,000 for the administration of the City's Rental Assistance Program for very low-income households.
2. Authorized a budgetary increase of \$500,000 to be funded by recently granted FEMA reimbursements.
3. Authorized the City Manager and the City Attorney to make all contract amendments as needed, and execute the contract amendment(s).

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

City Council recessed into a break at 8:07 p.m.

City Council reconvened at 8:20 p.m.

PUBLIC HEARINGS:

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

1. **FIRST READING OF ORDINANCES TO AMEND CHAPTERS 2 AND 3 OF TITLE 4 (BICYCLES); AND CHAPTERS 1 THROUGH 21 OF TITLE 10 (MOTOR VEHICLE TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE AND PURSUANT TO THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"), FIND THE ORDINANCE IS NOT A "PROJECT" AND FURTHER, THAT IT IS EXEMPT FROM THE PROVISIONS OF CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)**

Staff presentation by Mr. Thomas, Active Transportation Coordinator.

Public Comments:

Speaker, spoke on receiving collision summary reports and changing the term “accident” to “collision”.

Robert Morse stated that he rides and e-bike and it allows him mobility, and is in support of the ordinances.

Speaker, thanked the Active Transportation Committee, Police Department, and City staff for their work on the ordinances, spoke on enforcement, and spoke in support of the ordinances.

Tom Arnold, spoke in support of the ordinances.

Speaker, spoke in support of changing the term “accident” to “collision”, changing “his/her” to gender neutral, removing “public nuisance” when referring to bikes, and spoke on discretion when it comes to enforcement.

Ralph Taboada, Costa Mesa, thanked staff for their work with the Active Transportation Committee on the ordinances, spoke on making streets and sidewalks safe for everyone, spoke on education on safety, and in support of the ordinances.

Speaker, spoke in support of the ordinances, expressed appreciation to staff for working toward making the city streets safer.

Wendy Leece thanked Council Member Reynolds for her work on the ordinances, expressed concerns regarding e-bikes at Canyon and Fairview parks, and spoke on posting rules and signs.

Hank Castagnetti spoke in opposition of electric bikes in Fairview Park.

MOVED/SECOND: Council Member Reynolds/Mayor Stephens

MOTION: Approve staff recommendation with the following changes or direction:

- Global review of Title 4 and Title 10 to update “accident” to “collision” or “crashes” whichever is appropriate.
- Global review of Title 4 and Title 10 to update “he” and “she” to “they”
- Global review of the term “nuisance” as it relates to bicycles to make consistent with other terms regarding the public right-of-way
- §4-26(e) and §4-26(h) incorporate “other cyclists”
- §4-32(a) adopt City attorney language with the change from “nuisance” to “unlawful”:
“It shall constitute a public nuisance and be unlawful to place, tether, or secure a bicycle on public property so as to cause an inconvenience or danger to persons using the public right of way.”
- §10-64 reintroduce the “on a highway” language
- Develop public education regarding §10-168 overtaking of cyclists
- Increase enforcement of section §10-155 obstructing intersections
- Develop public education to encourage parents to purchase Class I E-bikes for children under 18 in lieu of Class II and Class II E-bikes

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council introduced for first reading, Ordinance Nos. 2024-08 and 2024-09, to amend Chapters 2 and 3 of Title 4 (Bicycles) and Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic), respectively, of the Costa Mesa Municipal Code to be in compliance with current California laws related to bicycles and current practices and procedures.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Re-order the agenda and consider New Business Item No. 1 prior to Public Hearing Item No. 2.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

NEW BUSINESS:

1. URBAN MASTER PLAN SCREENING REQUEST (PSCR-24-0003) FOR A PROPOSED 38 UNIT LIVE/WORK DEVELOPMENT ON A 2.3 ACRE SITE WITHIN THE MESA WEST BLUFFS URBAN PLAN LOCATED AT 960 WEST 16TH STREET

Staff presentation by Mr. Yeager, Associate Planner.

Public Comments:

Speaker, spoke on parking, spoke on the history of live-work units and density, and spoke on open space requirements.

Cynthia McDonald, Costa Mesa, spoke on the project and that it does not contain affordable housing, spoke on traffic calming measures, spoke on overhead lighting, spoke on facades, and that the balconies should not be considered open space.

ACTION:

City Council reviewed and provided feedback on the proposed 38-unit new live/work development in the Mesa West Bluffs Urban Plan area, and provided comments on the requested deviations.

PUBLIC HEARINGS:

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

2. FEE RESOLUTION TO ESTABLISH THE AFFORDABLE HOUSING IN-LIEU FEE SCHEDULE

Staff presentation by Amber Gregg, Contract Planner.

MOVED/SECOND: Council Member Marr/Council Member Gameros

MOTION: Continue the item to July 16th City Council meeting.

Discussion ensued on what date to continue the item to along with the second reading of the affordable housing ordinance.

Mayor Stephens requested to move the affordable housing ordinance to the July 16th City Council meeting along with this item.

Council Member Marr (1st) and Council Member Gameros (2nd) agreed to the change.

MOVED/SECOND: Council Member Marr/Council Member Gameros

MOTION: Continue the affordable housing ordinance and in-lieu fee resolution to July 16th City Council meeting as one public hearing item.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council continued the item to the July 16, 2024 City Council meeting to be considered in one report with the Affordable Housing Ordinance.

OLD BUSINESS: NONE.

NEW BUSINESS:

2. APPOINTMENT TO THE PARKS AND COMMUNITY SERVICES COMMISSION

Staff presentation by Ms. Green, City Clerk.

Public Comment: None.

MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Appoint Brandice Lea Leger to the Parks and Community Services Commission.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

Council Member Gameros appointed Brandice Lea Leger to the Parks and Community Services Commission with a term expiration of January 2025.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 10:44 p.m. in honor and memory of Don Maher and Danny Suguitan.

Minutes adopted on this 16th day of July, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-272

Meeting Date: 7/16/2024

TITLE:

RENEWAL OF THE MICROSOFT ENTERPRISE AGREEMENT

DEPARTMENT: INFORMATION TECHNOLOGY
PRESENTED BY: STEVE ELY, DIRECTOR
CONTACT INFORMATION: STEVE ELY (714) 754-4891

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a 3-year renewal of the Microsoft Enterprise Agreement through Dell Technologies in the amount not-to-exceed \$924,625.83 (payable in three equal annual payments of \$308,208.61).
2. Authorize the City Manager to sign the agreement and any documents necessary to continue the City's participation in the program during the 3-year term.

BACKGROUND:

As part of its current information technology practices, the City is upgrading and deploying core software in a timeframe that keeps software versions at or near current commercial release versions. This practice helps to ensure critical City software is current with security-related improvements and product enhancements.

The City entered into its first Enterprise Agreement with Microsoft through Compucom in 2015. SoftwareONE acquired Compucom in 2015.

The City renewed the three-year Enterprise Agreement in August 2018 and again in August 2021. This current agreement expires on August 31, 2024 (Attached); hence, a new agreement must be entered into for the next three year period.

During the life of the Enterprise Agreement, the City has saved money through volume purchasing and greatly simplified licensing that required only a few annual transactions. Software pricing is obtained through the County of Riverside's Master Microsoft Enterprise Agreement Number 8084445, Select Plus Agreement Number 7756479, Microsoft Premier, Unified, and MCSD Support Services (Licensing Solution Provider Agreement Number PSA-0001530) to achieve the most competitive pricing.

ANALYSIS:

Microsoft's Enterprise Agreement is a volume perpetual licensing program that enables organizations with a minimum of 250 qualified users or devices the flexibility to purchase cloud services, and software licenses and updates under one agreement at a lower price than when purchased individually.

This program includes Software Assurance, Microsoft's enhanced software maintenance package. The City's current Enterprise Agreement through SoftwareONE includes:

- 905 Windows Licenses
- 720 Office 365 Licenses
- 1 Email Exchange Server License
- 13 SQL Database Service Licenses
- 720 Microsoft Teams Licenses
- 15 Microsoft Project Licenses
- 4 Microsoft Visio Licenses
- 3 Microsoft Power Business Intelligence Reporting Licenses
- 227 Microsoft Core Server Licenses
- Access to additional programming software such as Visual Studio, Net, etc.

Staff received quotes (attachments 1, 2, and 3) from three vendors:

<u>Vendor</u>	<u>Quote Number</u>	<u>Three-year Total</u>	<u>Annual Total</u>
Dell Technologies	n/a	\$924,625.83	\$308,208.61
CDW-G	n/a	\$946,501.41	\$315,500.47
SoftwareONE	US-QUO-1143091	\$956,663.61	\$318,877.87

By renewing the Enterprise agreement through Dell Technologies, the City will continue to pay for subscription-only pricing on that licensing investment for another 3-year term in equal annual payments of \$308,208.61. This maintenance coverage will give the City many benefits, including, but not limited to, the following:

- Centralized License Management
- Best Fixed Pricing
- Access to Microsoft Entra infrastructure to connect different systems in the Cloud
- Access to the most current software available

ALTERNATIVES:

If the City does not renew the Enterprise Agreement, the City will lose all of the above benefits and access to use the Microsoft products currently utilized by all City employees in their day-to-day operations.

FISCAL REVIEW:

Funding for the Agreement is included in the Information Technology Department's Fiscal Year 2024-

25 Adopted Budget in the General Fund (Fund 101).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Approve a 3-year renewal of the Microsoft Enterprise Agreement through Dell Technologies in the amount not-to-exceed \$924,625.83 (payable in three equal annual payments of \$308,208.61).
2. Authorize the City Manager to sign the agreement and any documents necessary to continue the City's participation in the program during the 3-year term.



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
 512.720.4469

Customer: City of Costa Mesa
 Customer#: 1484189
 Microsoft Enterprise Agreement (EA) #: TBD
 Contract: **Riverside County/CCISDA/MISAC - PSA-0001524**

Date of Issue: 6/4/2024
 Quote Expires: 7/31/2024

Section 1- Licenses and Software Assurance					
Product Description	Mfg#	Quantity	Unit Price		Ext. Price
Project Professional ALng SA 1 Server CAL	H30-00238	3	\$207.07		\$621.21
Project Standard ALng SA	076-01912	11	\$126.06		\$1,386.66
SQL Server Standard Core ALng SA 2L	7NQ-00292	13	\$634.22		\$8,244.86
Visio Professional ALng SA	D87-01159	4	\$108.13		\$432.52
Visual Studio Pro MSDN ALng SA	77D-00111	1	\$301.94		\$301.94
Win Server DC Core ALng SA 2L	9EA-00278	198	\$123.79		\$24,510.42
Win Server Standard Core ALng SA 2L	9EM-00270	29	\$19.00		\$551.00
Annual Payment Section 1:					\$36,048.61
Section 2- Monthly Subscriptions					
Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
<i>Enterprise Online Services Products</i>					
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	720	12	\$31.50	\$272,160.00
<i>Additional Online Services Products</i>					
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	720	12	\$0.00	\$0.00
Annual Payment Section 2:					\$272,160.00
Notes:		Total Annual Payment Yr 1			\$308,208.61
		Total Annual Payment Yr 2			\$308,208.61
		Total Annual Payment Yr 3			\$308,208.61
		Total of 3 years of Payments			\$924,625.83

Notes:		4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com , unless Customer has a separate purchase agreement with Dell.	5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.	6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.		
3) If you have a question re: your tax status, please contact your Dell ASAP Software Inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee .		



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote
for

City of Costa Mesa

Date 6/10/24
Account Manager Jon Cacioppo

VSL Specialist Brent Cameron
Channel Price Sheet Month May

ATTACHMENT 2

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	720	\$384.91	\$ 277,135.20	\$ 384.91	\$ 277,135.20	\$ 384.91	\$ 277,135.20
H30-00238	Project Professional ALng SA 1 Server CAL	D	3	\$210.56	\$ 631.68	\$ 210.56	\$ 631.68	\$ 210.56	\$ 631.68
076-01912	Project Standard ALng SA	D	11	\$128.18	\$ 1,409.98	\$ 128.18	\$ 1,409.98	\$ 128.18	\$ 1,409.98
395-02504	Exchange Server Ent ALng SA	D	1	\$728.64	\$ 728.64	\$ 728.64	\$ 728.64	\$ 728.64	\$ 728.64
PGI-00270	Exchange Ent CAL ALng SA User CAL with Services	D	40	\$24.54	\$ 981.60	\$ 24.54	\$ 981.60	\$ 24.54	\$ 981.60
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	13	\$644.92	\$ 8,383.96	\$ 644.92	\$ 8,383.96	\$ 644.92	\$ 8,383.96
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	720	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
D87-01159	Visio Professional ALng SA	D	4	\$109.96	\$ 439.84	\$ 109.96	\$ 439.84	\$ 109.96	\$ 439.84
77D-00111	Visual Studio Pro MSDN ALng SA	D	1	\$307.03	\$ 307.03	\$ 307.03	\$ 307.03	\$ 307.03	\$ 307.03
9EA-00278	Win Server DC Core ALng SA 2L	D	198	\$125.87	\$ 24,922.26	\$ 125.87	\$ 24,922.26	\$ 125.87	\$ 24,922.26
9EM-00270	Win Server Standard Core ALng SA 2L	D	29	\$19.32	\$ 560.28	\$ 19.32	\$ 560.28	\$ 19.32	\$ 560.28

Year 1 Total \$ 315,500.47 Year 2 Total \$ 315,500.47 Year 3 Total \$ 315,500.47

Three Year Total \$ 946,501.41

Notes

No Tax Referenced
Riverside Contract: PSA-0001522
Current Enrollment# 60026000
Agreement End Date: 8/31/2024

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



City of Costa Mesa
Michael Steinke
77 Fair Drive 1st floor
PO Box 1200
COSTA MESA, CA 92628

Date
Customer No.
Your Reference
Account Manager
Your Contact Person
E-Mail
Our Tax ID

05/21/2024
US-SCU-132540
MS Budgetary EA Renewal (MRH)
Monte Hunter
GOV US
gov.us@softwareone.com
39-1501504

Quote US-QUO-1143091

Invoice Address

City of Costa Mesa
77 Fair Drive 1st floor
PO Box 1200
COSTA MESA, CA 92628

Shipping Address

City of Costa Mesa
77 Fair Drive 1st floor
PO Box 1200
COSTA MESA, CA 92628

License Address

City of Costa Mesa
77 Fair Drive 1st floor
PO Box 1200
COSTA MESA, CA 92628

		Description			Start Date	Version				
					End Date	OS				
Pos. No.		Manufacturer	Disc-Lev.	Format	Lic. Model	Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
Contract: PSA-0001530										
Renewal of EA Enrollment: 60026000										
Budgetary										
Year 1										
10	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		720	388.14	0.00	279,460.80
20	7QK-00001	Project P5 FSA GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		3	428.45	0.00	1,285.35
30	7E7-00001	Project P3 FSA GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA GOV		11	233.77	0.00	2,571.47
40	7NQ-00292	SQL Server Standard Core 2 Lic Core Lic				NON-SPEC/AL				
		1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD		13	650.34	0.00	8,454.42

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com



Quote US-QUO-1143091

Pos.	No.	Description	Manufacturer	Disc-Lev.	Format	Start Date	Version	Qty.	Unit Price	Sales Tax	Amount
						End Date	OS				
						Lic. Model	Lic. Metrics				(USD)
50	9K4-00003	VisioPlan2FrmSAGCC PerUsr Government Monthly Subscription Added Prod	Microsoft	LEVEL D	SUB	IEA ADD G	NON-SPEC/AL Non-Specific	4	116.88	0.00	467.52
60	77D-00111	Visual Studio Professional w/MSDN 1 Year SA Add Prod	Microsoft	LEVEL D	MNT	IEA ADD	NON-SPEC/AL Non-Specific	1	309.61	0.00	309.61
70	9EA-00278	Windows Server DataCenter Core 2 Lic Core Lic 1 Year SA Add Prod	Microsoft	LEVEL D	MNT	IEA ADD	NON-SPEC/AL Non-Specific	198	126.93	0.00	25,132.14
80	9EM-00270	Windows Server Standard Core 2 Lic Core Lic 1 Year SA Add Prod	Microsoft	LEVEL D	MNT	IEA ADD	NON-SPEC/AL Non-Specific	29	22.30	0.00	646.70
90	7MS-00001	Project P3 GCC Sub Per User Government Monthly Subscription Add Prod	Microsoft	LEVEL D	SUB	IEA ADD G	NON-SPEC/AL Non-Specific	2	274.93	0.00	549.86
Total USD excl. Tax											318,877.87
Tax											0.00
Total USD incl. Tax											318,877.87

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms	45 Days net
Shipping Method	Electronic Software Delivery
Quote valid until	05/31/2024

Prices are based on 45 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: <https://v1.client.softwareone.com/portal/Quotes/DocumentDetail/US/US-QUO-1143091>

SoftwareONE, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

*Information about data protection at SoftwareONE and how we may use personal data and your rights are available here: <https://www.softwareone.com/en/privacy-statement>



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-275

Meeting Date: 7/16/2024

TITLE:

**TRAFFIC MANAGEMENT SERVICES AGREEMENTS WITH THE 32ND DISTRICT
AGRICULTURAL ASSOCIATION**

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JARED BARNES, POLICE SERGEANT

CONTACT INFORMATION: JARED BARNES (714) 754-5125

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2024 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2024 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. Authorize the City Manager, or her designee, to execute the agreements.
4. Authorize the City Manager, or her designee, to execute any amendments to the agreements, including but not limited to, amendments increasing the maximum compensation to be paid to the City.

BACKGROUND:

Each year the City enters into two agreements with the 32nd District Agricultural Association ("District") to provide traffic management services. The first agreement applies to services provided by Police Department personnel during the annual Orange County Fair ("OC Fair"). The second agreement applies to services provided by Police Department personnel at designated events that occur at the Orange County Fair & Event Center (OCFEC) throughout the year.

The State of California requires the governing body (City Council) to approve all agreements before payment can be made.

ANALYSIS:

The Costa Mesa Police Department is requesting City Council approval to enter into agreements with the District to provide the District with traffic management services during the 2024 OC Fair and during designated events throughout the year at the OC FEC.

The agreements provide for reimbursement of personnel costs incurred by the City for providing traffic management services for the events. The District will compensate the City in accordance with the hourly rates set forth in the City of Costa Mesa Rate Determination, established pursuant to Administrative Regulation 2.13.

Generally, the services that will be provided under both agreements include:

1. Providing and coordinating traffic management services for events at the OC FEC.
2. Controlling or “pickling” traffic lights in unison with the efforts of the District’s Parking Department.
3. Closing City streets in unison with the efforts of the District’s Parking Department. Police Department personnel will update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.

The details relating to each agreement are outlined below.

Traffic Management Services - Orange County Fair

The agreement specific to traffic management services during the OC Fair has a term of July 19, 2024 through August 18, 2024. The services will be provided during the OC Fair, which is scheduled from July 19, 2024 through August 18, 2024. The District will pay the City a maximum of \$314,747.50 for services provided during the OC Fair. However, if that amount is reached, the City and District will meet to amend the maximum compensation as needed.

Traffic Management Services - Designated Events at the OC FEC

The agreement specific to traffic management services during designated year-round events has a term of July 1, 2024 through June 30, 2025. The services will be provided during designated large-scale events that occur at the OC FEC. The District will pay the City a maximum of \$118,090 for services provided for events throughout the year. However, if that amount is reached, the City and District will meet to amend the maximum compensation as needed.

ALTERNATIVES:

The City Council could choose not to approve the agreements between the City and the 32nd District Agricultural Association for traffic management services. However, this alternative would result in increased traffic congestion in and around the OC Fair during large-scale events, which would impact and require Police Department resources without any compensation.

FISCAL REVIEW:

The agreements are not anticipated to have a fiscal impact on the fiscal year 2024-25 budget.

The City is eligible for a reimbursement of up to \$314,747.50 for services rendered during the OC Fair. Similarly, costs incurred for services provided at large-scale events at the OC FEC from July 1, 2024 through June 30, 2025 is offset by the agreement with the 32nd District Agricultural Association for up to \$118,090. The agreements can be amended if maximum compensation is reached.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports City Council Goal: Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends the City Council:

1. Approve the 2024 agreement between the City and the 32nd District Agricultural Association for traffic management services for the Orange County Fair.
2. Approve the 2024 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 ("OC FEC").
3. Authorize the City Manager, or her designee, to execute the agreements.
4. Authorize the City Manager, or her designee, to execute any amendments to the agreements, including, but not limited to, amendments increasing the maximum compensation to be paid to the City.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-122-24FT

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

CITY OF COSTA MESA

2. The term of this Agreement is: **07/1/2024** through **08/20/2024** **FED ID: 95-6005030**

3. The maximum amount of this Agreement is: **\$314,747.50**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for 2024 OC Fair	Page 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4-5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Costa Mesa

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Lori Ann Farrell Harrison, City Manager

CONTRACTOR BUSINESS ADDRESS

P.O Box 1200, Costa Mesa, CA 92626

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
 Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

Love Hertel, Director
Phone Number (714) 708-1885

Costa Mesa Police Department
Ron Lawrence, Chief of Police
Phone Number (714) 754-5117

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service for twenty-three (23) operating days during the 2024 OC Fair.
2. The dates, times, and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
4. To attend a pre-fair Parking Operations coordination meeting with District staff in June 2024. Meeting times and locations shall be mutually agreed upon by the Contractor and the District.
5. To control or “pickle” traffic lights in unison with the efforts of the District’s Parking Department.
6. To close City streets in unison with the efforts of the District’s Parking Department. The Contractor to update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.
7. To provide a weekly summary report of the previous week’s activities each Wednesday (*July 24, July 31, August 7, and August 14*), including the *date on which services were rendered, employee names/titles, shift start/end time, and employee’s hourly rate*.
8. To submit the invoice to the District for services performed during the 2024 OC Fair no later than sixty (60) days after the expiration of the term of the agreement.
9. Invoicing shall include: *date on which services were rendered, employee names/titles, shift start/end time, and employee’s hourly rate*.
10. Both Parties reserve the right to terminate this Agreement at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the Contract.

DISTRICT AGREES:

1. To notify the Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule in Exhibit B, the total amount not to exceed THREE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FORTY SEVEN DOLAARS AND 50/100 (\$314,747.5). Notwithstanding the foregoing, if the Contractor’s compensation reaches \$314,747 prior to the end of the term of this Agreement, the District and the Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover the Contractor’s services for the remainder of the term of this Agreement. If such an increase is needed, the District and Contractor will negotiate in good faith to determine the amount of such

CITY OF COSTA MESA

SA-122-24FT

PAGE 3 of 24

increase and enter into a written Amendment to this Agreement should reflect such an increased amount. If the District and Contractor do not agree upon an increased compensation amount and the Contractor's compensation reaches \$314,747, the Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate Contractor for services required for the remainder of the term.

3. Payment will be made no more than thirty (30) days after the satisfactory completion of services herein required and upon receipt of the proper itemized invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 52382. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (CONT.)

PAYMENT RATES:



**CITY OF COSTA MESA
RATE DETERMINATION**
Effective July 1, 2024

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates ³

Other City Positions	Straight Time ¹	Special Event Overtime Rate ²	Fire/Police Positions	Straight Time ¹	Special Event Overtime Rate ²
Animal Control Officer	\$51	\$62	Battalion Chief	\$141	\$202
Assistant Engineer	\$63	\$78	Fire Captain	\$105	\$151
Associate Engineer	\$79	\$97	Fire Engineer	\$91	\$130
Associate Planner	\$68	\$98	Firefighter	\$79	\$113
Chief Plans Examiner	\$90	\$110	Firefighter - Paramedic	\$87	\$125
Code Enforcement Officer II	\$49	\$61	Police Aide	\$60	\$67
Communications Officer	\$56	\$69	Police Lieutenant	\$135	\$193
Communications Supervisor	\$65	\$80	Police Officer	\$84	\$120
Community Services Specialist	\$42	\$52	Police Officer (Motorcycle)	\$88	\$125
Construction Inspector	\$54	\$66	Police Officer (K9)	\$92	\$132
Crime Prevention Specialist	\$50	\$61	Police Recruit	\$74	\$83
Crime Scene Investigator	\$51	\$63	Police Reserve Officer	\$94	\$105
Equipment Mechanic II	\$45	\$55	Police Sergeant	\$103	\$147
Equipment Mechanic III	\$48	\$59	Police Sergeant (Motorcycle)	\$107	\$153
Facilities Maintenance Technician	\$43	\$53	Police Support Services Reserve	\$40	\$44
Lead Equipment Mechanic	\$54	\$67	Senior Police Officer	\$88	\$126
Lead Maintenance Worker	\$51	\$63	Senior Police Officer (Motorcycle)	\$92	\$132
Maintenance Services Manager	\$81	\$100	Community Risk Reduction Team		
Maintenance Supervisor	\$60	\$74	Positions	Straight	OT
Maintenance Worker (Maint Assistant/Worker)	\$39	\$47	Assistant Fire Marshal	\$75	\$92
Office Specialist I	\$34	\$42	Assistant Fire Chief - Non Sworn/Fire Marshal	\$103	\$127
Office Specialist II	\$36	\$45	Code Enforcement Officer I	\$49	\$61
Park Ranger	\$47	\$57	Fire Protection Specialist	\$59	\$73
Plan Check Engineer	\$82	\$101	Other Positions		
Principal Planner	\$94	\$135	Police Records Technician	\$37	\$46
Property and Evidence Specialist	\$48	\$59	Senior Police Records Technician	\$40	\$49
Senior Maintenance Worker	\$42	\$52			
Senior Combination Building Inspector	\$70	\$101			

Notes - Rates are based on most recent applicable Memorandum of Understanding.

¹ Includes annual salary at top step, other compensation and benefits (excluding Unfunded Actuarial Liability and Cafeteria), divided by 2,080 hours/annually.

² Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded from this portion of the calculations.

³ These rates do not include equipment and apparatus charges. Equipment and apparatus rates to be utilized are based on CalOES CalOES established rates. The most recent rates may be found at <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from, or in any way related to Contractor's performance or nonperformance of this Agreement however caused or alleged to have been caused.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused.

Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this Contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will 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's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its Contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). 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.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be 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 Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that 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.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this 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.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, District, or other local public body must 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 an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor 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.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

(Revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the Contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the Contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this Contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this Contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this Contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this Contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION
OC Fair & Event Center
Page 1 of 1

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone: _____

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed: _____

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification on behalf of Contractor.

Company/Organization Representative's Signature

Title of Representative

Printed Name

Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this Contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the Contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said Contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the Contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the Contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the Contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this Contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the Contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OC FEC grounds.
- d. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this Contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev. 03/2019)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-123-24YR

PURCHASING NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER

CONTRACTOR NAME

CITY OF COSTA MESA

2. The term of this Agreement is: **07/1/2024** through **6/30/25** **FED ID: 95-6005030**

3. The maximum amount of this Agreement is: **\$118,090.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide traffic management for year-round events at the OC Fair & Event Center	Page 2-3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4-5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Special Terms and Conditions – CCC (Attached hereto as part of this agreement)	Pages 10-13
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-17
Exhibit F – OCFEC Megan’s Law Screening & Certification Form (Attached hereto as part of this agreement)	Pages 18
Exhibit G – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 19
Exhibit H – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)	Pages 20-24

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Costa Mesa

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Lori Ann Farrell Harrison, City Manager

CONTRACTOR BUSINESS ADDRESS

P.O Box 1200, Costa Mesa, CA 92626

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

32ND District Agricultural Association/OC Fair & Event Center

AUTHORIZED SIGNATURE

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Michele Richards, Chief Executive Officer

CONTRACTING AGENCY ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

*California Department of General
 Services Use Only*

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER

Love Hertel, Director
Phone Number (714) 708-1885

Costa Mesa Police Department
Ron Lawrence, Chief of Police
Phone Number (714) 754-5117

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service during designated Year-Round Events at the OC Fair & Event Center.
2. To provide traffic management personnel for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or “pickle” traffic lights in unison with the efforts of the District’s Parking Department.
4. To close City streets in unison with the efforts of the District’s Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.
5. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
6. To submit invoice to District for services performed during year-round events no later than thirty (30) days after conclusion of event.
7. Invoicing shall include the event name for which services were rendered as well as employee names, shift start/end time, hours worked, employee’s hourly rate and post-event summary report of field operations, including a description of services performed.
8. Both Parties reserve the right to terminate this Agreement, at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule in Exhibit B, total amount not to exceed One Hundred Eighteen Thousand Ninety Dollars and 00/100 (\$118,090.00). Notwithstanding the foregoing, if Contractor’s compensation reaches \$118,090 prior to the end of the term of this Agreement, District and Contractor will meet and confer to determine whether an increase in the total compensation is needed to cover Contractor’s services for the remainder of the term of this Agreement. If such increase is needed, District and Contractor will negotiate in good faith to determine the amount of such increase and enter into a written

CITY OF COSTA MESA

SA-123-24YR

PAGE 3 of 24

amendment to this Agreement to reflect such increased amount. If District and Contractor do not agree upon an increased compensation amount and Contractor's compensation reaches \$118,090, Contractor shall cease providing services until such time as the total compensation is increased as appropriate to compensate Contractor for services required for the remainder of the term.

3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the date on which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate, and contain the District's Purchase Order number 52381. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (CONT.)

PAYMENT RATES:



**CITY OF COSTA MESA
RATE DETERMINATION**
Effective July 1, 2024

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates ³

Other City Positions	Straight Time ¹	Special Event Overtime Rate ²	Fire/Police Positions	Straight Time ¹	Special Event Overtime Rate ²
Animal Control Officer	\$51	\$62	Battalion Chief	\$141	\$202
Assistant Engineer	\$63	\$78	Fire Captain	\$105	\$151
Associate Engineer	\$79	\$97	Fire Engineer	\$91	\$130
Associate Planner	\$68	\$98	Firefighter	\$79	\$113
Chief Plans Examiner	\$90	\$110	Firefighter - Paramedic	\$87	\$125
Code Enforcement Officer II	\$49	\$61	Police Aide	\$60	\$67
Communications Officer	\$56	\$69	Police Lieutenant	\$135	\$193
Communications Supervisor	\$65	\$80	Police Officer	\$84	\$120
Community Services Specialist	\$42	\$52	Police Officer (Motorcycle)	\$88	\$125
Construction Inspector	\$54	\$66	Police Officer (K9)	\$92	\$132
Crime Prevention Specialist	\$50	\$61	Police Recruit	\$74	\$83
Crime Scene Investigator	\$51	\$63	Police Reserve Officer	\$94	\$105
Equipment Mechanic II	\$45	\$55	Police Sergeant	\$103	\$147
Equipment Mechanic III	\$48	\$59	Police Sergeant (Motorcycle)	\$107	\$153
Facilities Maintenance Technician	\$43	\$53	Police Support Services Reserve	\$40	\$44
Lead Equipment Mechanic	\$54	\$67	Senior Police Officer	\$88	\$126
Lead Maintenance Worker	\$51	\$63	Senior Police Officer (Motorcycle)	\$92	\$132
Maintenance Services Manager	\$81	\$100			
Maintenance Supervisor	\$60	\$74	Community Risk Reduction Team		
Maintenance Worker (Maint Assistant/Worker)	\$39	\$47	Positions	Straight	OT
Office Specialist I	\$34	\$42	Assistant Fire Marshal	\$75	\$92
Office Specialist II	\$36	\$45	Assistant Fire Chief - Non Sworn/Fire Marshal	\$103	\$127
Park Ranger	\$47	\$57	Code Enforcement Officer I	\$49	\$61
Plan Check Engineer	\$82	\$101	Fire Protection Specialist	\$59	\$73
Principal Planner	\$94	\$135			
Property and Evidence Specialist	\$48	\$59	Other Positions		
Senior Maintenance Worker	\$42	\$52	Police Records Technician	\$37	\$46
Senior Combination Building Inspector	\$70	\$101	Senior Police Records Technician	\$40	\$49

Notes - Rates are based on most recent applicable Memorandum of Understanding.

¹ Includes annual salary at top step, other compensation and benefits (excluding Unfunded Actuarial Liability and Cafeteria), divided by 2,080 hours/annually.

² Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded from this portion of the calculations.

³ These rates do not include equipment and apparatus charges. Equipment and apparatus rates to be utilized are based on CalOES CalOES established rates. The most recent rates may be found at <https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

Page 1 of 4

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from, or in any way related to Contractor's performance or nonperformance of this Agreement however caused or alleged to have been caused.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused.

Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of 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 and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of 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 and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This Contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this Contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

Page 1 of 4

CCC 04/2017 / CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will 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's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 2 of 4

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its Contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 3 of 4

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). 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.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be 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 Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that 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.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Page 4 of 4

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this 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.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, District, or other local public body must 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 an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor 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.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

Page 1 of 3

(Revised effective January 1, 2023)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the Contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the Contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this Contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this Contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this Contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this Contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

-End Exhibit E-

EXHIBIT F – MEGAN'S LAW SCREENING CERTIFICATION
OC Fair & Event Center
Page 1 of 1

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ Contact Telephone: _____

Type of Company/Organization (Circle one):	Contractor Entertainer	Consultant Exhibitor	Concessionaire Volunteer
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Other/Explanation if Needed: _____

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OC FEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OC FEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OC FEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OC FEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OC FEC with respect to the sole negligence or willful misconduct of the OC FEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification on behalf of Contractor.

Company/Organization Representative's Signature

Title of Representative

Printed Name

Date

EXHIBIT G – UNIFORM AND ID PROCEDURES & CERTIFICATION

Page 1 of 1

Procedure: OCFEC employees, contractors and contractor employees wearing identification while on OCFEC property in a working capacity. OCFEC employees wearing proper uniform.

Purpose: To ensure all OCFEC employees, contractors and contractor employees are wearing required photo identification and uniforms.

Procedure 0001

1. All OCFEC employees, contractors and contractor employees must wear the approved OCFEC identification badge at all times while working onsite. Identification badges must be worn around the neck using a breakaway lanyard or in some other clearly visible area using a clip.
2. An OCFEC employee/contractor badge does not provide access to the backstage areas of Pacific Amphitheatre, The Hangar or Action Sports Arena. In order to access these areas, employees, contractors and/or contractor employees must secure an authorized backstage pass. Only employees, contractors and/or contractor employees with a specific role/function requiring them to be in the backstage area may enter.
3. Backstage passes to Pacific Amphitheatre, The Hangar and/or Action Sports Arena may be requested by the Director or the Vice President overseeing an employee's/contractor's department. Requests will be forwarded to the Entertainment Director for fulfillment. Approved backstage passes must be worn around the neck using a breakaway lanyard or in some clearly visible area using a clip.
4. All OCFEC employees shall wear their respective department's approved uniform/attire at all times when working on OCFEC premises during year-round events and the annual OC Fair.

By signing this form, the bidder has read and understood OCFEC's policies above, and is agreeing to follow all procedures.

(Print Name & Title)

(Signature)

(Date)

-End Exhibit G-

EXHIBIT H – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Page 1 of 5

1. AUTHORIZED REPRESENTATIVE

Contractor must maintain one (1) or more English speaking representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. LICENSES, PERMITS AND CERTIFICATIONS

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this Contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within thirty (30) days following the expiration date

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

3. SITE ACCESS

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the Contract.

4. INSURANCE

Proof of insurance, meeting the requirements of the State (see Exhibit E) must be made available to the District within fifteen (15) days of contract award. Failure to do so could result in termination of said Contract.

5. WORK PERMIT LAW

If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

6. PERSONNEL

All Contractor employees are employees of the Contractor and not the District. No agent, servant or employee of the Contractor will under any circumstances be deemed an agent, servant or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the Contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

7. POTENTIAL SUBCONTRACTORS/INDEPENDENT CONTRACTORS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

Subcontracting of goods or services must be approved in writing by the District.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 2 of 5

8. SUPPLIERS

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

9. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

10. INVOICES

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the Contract, Contractor shall work with the District to ensure invoicing needs are continually met.

11. PAYMENT

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

12. PRICING/FINANCIAL PROPOSAL BID FORM

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the Contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this Contract.

13. MEGAN'S LAW SCREENING

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true and correct copy of the District's current Megan's Law policy is attached.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 3 of 5

14. RIGHT TO REPLACE/DISMISS

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance.

15. GRATUITIES

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

16. EVALUATION OF CONTRACTOR PERFORMANCE

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

17. NON-EXCLUSIVE AGREEMENT

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 4 of 5

18. TERMINATION

The District reserves the right to terminate any contract at any time with or without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the Contract.

19. FORCE MAJEURE

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

20. PHONE NUMBERS

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

21. VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles and equipment such as utility carts, trucks, trailers, vans, boom lifts, scissor lifts, pressure washers, back pack blowers, hand trucks, brooms, hoses and pickers and all cleaning supplies such as stripper, detergents, sanitizers, air fresheners and other chemicals shall be owned and/or provided by Contractor. The District will provide consumable paper products, waste receptacles and plastic waste receptacle liners. All vehicles and equipment will be clearly marked with Contractor's company name and/or logo. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. Equipment and supplies must be stored in designated areas agreed upon by the District. All Safety Data Sheets (SDS) for all chemical-cleaning products used must be on-site accessible by the District, per Global Harmonization System (GHS). Contractor shall take all necessary safety precautions when using vehicles, equipment and cleaning products. Drivers of all vehicles and equipment shall possess a valid driver license and be 18 years of age or older. Street sweepers should be South Coast Air Quality Management District Rule 1186 certified and Rule 1186.1 compliant and no older than 2 years. Contractor shall furnish all necessary labor, supervision, equipment, tools, materials (excluding dumpsters), permits, transportation and insurance in the performance of these specifications.

22. VEHICLE UTILITY CARTS

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety. Weather protection of equipment is the responsibility of the Contractor.

23. VENUE CLEAN-UP

- a. Contractor is to keep job site clean daily and upon project completion.
- b. Contractor shall sweep and blow all debris daily and upon project completion.
- c. Contractor will dump all green waste in the provided 40 yard dumpster on OC FEC grounds.
- d. Do not dispose of any construction material or project waste on OC FEC grounds or in OC FEC containers.
- e. Contractor is to keep all compound and chemicals out of storm drains & sewers.
- f. Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

EXHIBIT H - ADDITIONAL CONTRACT TERMS & CONDITIONS (CONT.)

Page 5 of 5

24. PERSONNEL POLICY

All Contractor employees must receive an orientation on the duties they will be required to perform, safety training to ensure employees working with chemicals are familiar with SDS per GHS and harassment training (prior to working). In addition, ongoing customer service training will be required during the term of this Contract to educate current employees and new hires. Contractor is required to supply all required training and a schedule of planned training shall be provided to the District at the beginning of every quarter in January, April, July and October. All employees will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property; when entering and while working on the grounds. Badges will have the name visible and worn on the upper right or left torso. All badges must be returned from terminated employees. All other employee badges must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

25. UNIFORMS AND BADGES

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

26. SUBCONTRACTING

Subcontracting of goods or services must be approved in writing, by the District.

27. FIRE REGULATIONS

All fire regulations as prescribed by the State Fire Marshal must be strictly adhered to.

-End Exhibit H-

In accordance with Administrative Regulation 2.13, the following is a list of frequently requested hourly rates ³

Notes - Rates are based on most recent applicable Memorandum of Understanding.

¹ Includes annual salary at top step, other compensation and benefits (excluding Unfunded Actuarial Liability and Cafeteria), divided by 2,080 hours/annually.

² Includes straight time hourly rate plus 1/2 of the basic hourly rate divided by 2,080 hours. Other benefits are excluded from this portion of the calculations.

³ These rates do not include equipment and apparatus charges. Equipment and apparatus rates to be utilized are based on CalOES CalOES established rates. The most recent rates may be found at

<https://www.caloes.ca.gov/office-of-the-director/operations/response-operations/fire-rescue/administration-reimbursement/>.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-269

Meeting Date: 7/16/2024

TITLE:

SERVICES AGREEMENT FOR PUBLIC SAFETY HELICOPTER SUPPORT BETWEEN THE CITY OF HUNTINGTON BEACH AND THE CITY OF COSTA MESA

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JASON CHAMNESS, CAPTAIN

CONTACT INFORMATION: JASON CHAMNESS, (714) 754-5272

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Services Agreement for public safety helicopter support services between the City of Huntington Beach and the City of Costa Mesa for three years in an amount not to exceed \$300,000 annually.
2. Approve the Consumer Price Index (CPI) annually and adjust the contract accordingly.
3. Authorize the City Manager to execute the Services Agreement, in substantially the form as attached and in such final form as approved by the City Attorney, and future amendments to the Agreement.

BACKGROUND:

Since June 2011, the City has contracted with the City of Huntington Beach for public safety helicopter support services. The Huntington Beach Air Support Unit (ASU) maintains three MD530F helicopters, which serve the City of Costa Mesa and neighboring cities. Huntington Beach employs two full-time mechanics responsible for performing the majority of the scheduled maintenance and unscheduled repairs. Since 2011, the ASU has provided Costa Mesa with acceptable coverage by responding to and assisting on calls for service when appropriate. Further, the ASU has been responsive to Police patrol check requests, Fire Department requests, and other specialized assignments. The current agreement with Huntington Beach expired on June 30, 2024.

ANALYSIS:

The Huntington Beach ASU has been providing air support patrol services to the City of Costa Mesa for the past 13 years. This partnership has allowed the ASU pilots to become knowledgeable in our City orientation including the City's hundred block system and major landmarks. Their expertise allows them to respond to Police assistance requests during critical incidents quickly. ASU has also

built a solid working relationship with staff to assist with crime reduction efforts by assisting patrol with checking identified locations. For these reasons, it would be beneficial to continue partnering with the Huntington Beach ASU.

In anticipation of the expiration of the public safety helicopter support Services Agreement, the City received a proposal from the City of Huntington Beach for public safety helicopter support services (Attachments 1). The proposal for these services would cost a not-to-exceed \$300,000 a year, at a rate of \$850 per hour of service.

Based on purchasing guidelines, Section 2-165(b)(7) of the Costa Mesa Municipal Code, formal bidding procedures do not apply to purchases and services obtained from or through an agreement with any governmental, public or quasi-public entity.

ALTERNATIVES:

The City Council could choose not to approve the Services Agreement with City of Huntington Beach; however, the City would not have access to daily public safety helicopter support services and would be limited to emergency air support services only through the County with no preferential response as offered by Huntington Beach.

FISCAL REVIEW:

Funding for this agreement is included in the Police Department's 2024-2025 fiscal year adopted budget in the General Fund (101).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports City Council Objective:

Strengthen public safety and keep the community safe, facilities, equipment, and technology.

CONCLUSION:

Staff recommends City Council:

1. Approve the Services Agreement for public safety helicopter support services between the City of Huntington Beach and the City of Costa Mesa for three years in an amount not to exceed \$300,000 annually.
2. Approve the Consumer Price Index (CPI) annually and adjust the contract accordingly.
3. Authorize the City Manager to execute the Services Agreement, in substantially the form as attached and in such final form as approved by the City Attorney, and future amendments to the agreement.



HUNTINGTON BEACH POLICE DEPARTMENT

AIR SUPPORT CONTRACT SERVICES



*A PROPOSAL TO:
Costa Mesa Police Department
June 15th, 2024*



PURPOSE

In 2011 the Airborne Law Enforcement program, which provided air support services to Costa Mesa, ceased operations. Since that time, the City of Costa Mesa has contracted air support services with the Huntington Beach Police Department. The current contract expires on June 30, 2024. The Huntington Beach Police Department is proposing an additional three-year contract to continue air support services.

FACTS

The Huntington Beach Air Support Unit was established in 1968. Huntington Beach was the first city in Orange County and fifth in the entire nation to utilize helicopters in support of public safety. The **primary mission** of the Huntington Beach Police Department Air Support Unit (HBP DASU) is to fly in support of police, fire and marine safety operations. Those operations include, but are not limited to patrol ground operations, surveillances, aerial photo/intelligence gathering missions, observation support for police, fire and marine safety operations, as well as SWAT operations and Emergency/Disaster surveying.

Our **primary goal** is to provide a level of service that contributes to the overall success of the mission at hand. We understand that safety is critical to the successful outcome of any mission, so we strive to operate in as safe a manner as possible in all areas of our aviation operations.



RESPONSE TIMES

The Huntington Beach Police Department ASU heliport facility is located in uncontrolled airspace (non-airport), allowing us to become airborne without the delays normally associated with airport operations. During an emergency response, the aircraft can be airborne within **1 minute 30 seconds** of initial start-up/ignition.



Response times from the farthest southwest part of Huntington Beach are as follows:

Huntington Beach (PCH/Anaheim Harbor Bridge) to Santa Ana (55 FWY/22FWY): 6 minutes 52 seconds

Huntington Beach (PCH/Anaheim Harbor Bridge) to Costa Mesa (Airport Loop Drive/405 FWY): 5 minutes 49 seconds

Huntington Beach (PCH/Anaheim Harbor Bridge) to Newport Beach (PCH/Reef Pt Drive, Newport Coast): 8 minutes 31 seconds



HELIPORT

The HBPD Heliport is owned by the City of Huntington Beach. Therefore there is no rental or lease agreement allowing our program to be cost efficient. The Huntington Beach Police Department ASU heliport facility is located in uncontrolled airspace (non-airport), allowing us to become airborne without the delays normally associated with airport operations allowing for a quicker response time. We have two (2) full-time mechanics assigned to the heliport.



ASSETS OF HUNTINGTON BEACH POLICE AIR SUPPORT UNIT

The Huntington Beach Police Air Support Unit consists of three (3) MD 530FF delivers increased operational capabilities, greater mission versatility, and superior performance. Equipped with the 650 shp Rolls-Royce 250-C30 engine, the MD 530FF operates more effectively in hot, high environments than other helicopters in its class.



Huntington Beach Air Support Helicopters (HB1) are equipped to assist with modern police work from an aerial platform.

Additional support equipment currently attached and used by HB1 includes:



Wescam MX-10 High-definition camera capable of infrared.

Night sun spotlight (50,000,000 candle power)

Churchill moving map system/GPS

Technisonic VHF/UHF radio (allows for multi state/federal law enforcement agency communications)

Tyler Seats for SWAT / Marine Safety operations

Aerial digital photography equipment (for multiple uses including CSI/Traffic collision investigations)

Handheld/Aircrew delivered life rings (automatic inflation upon contact with water)

Night Vision Goggles

HOURS OF AVAILABILITY / FLIGHT SCHEDULE

The Unit is staffed by a Police Sergeant, 6 Police Officer/Pilots, and 2 Helicopter Maintenance Mechanics.

HB1 currently is scheduled to fly 2,000 hours/year for normal patrol functions. The HBPD Air Support Unit provides 7-day a-week coverage with three 2-officer flight crews. Currently there are two Certified Flight Instructors assigned to the unit. The following is our normal schedule deployment.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1500-0300	1500-0300	0800-0300	0800-0300	0800-0300	0800-0300	1500-0300

SPECIAL EVENTS

The advantage of having three (3) fully operational helicopters allows The Air Support Unit to be available for special events and holidays. HB1 can be available in addition to regular patrol times to provide support for scheduled special events and operations, as well as unforeseen events such as protests and rallies.

SWAT

The HBPD Air Support Unit is a valuable asset and often used to support SWAT Operations. The ASU is available to train with the SWAT team to maintain proficiency and promote teamwork.

AIR SUPPORT BENEFITS

The availability of a police helicopter offers an advantage that enhances the capabilities of officers, fire fighters and marine safety personnel on the ground.

When a police helicopter is used during a vehicle or foot pursuit, public safety is greatly enhanced.

The ability to observe and report on uninvolved vehicle/pedestrian traffic, road conditions, and suspect actions brings a greater degree of safety to the event.

The capabilities of the police helicopter make it an invaluable tool during major emergencies and natural disasters.

A study conducted for the Los Angeles Police Department by JPL (Jet Propulsion Laboratory) determined the following:

One police helicopter provides a level of service equivalent to eight (8) 2-officer patrol cars.

The presence of the police helicopter operating on routine patrol was found to be an active deterrent to crime.

During a major incident or tactical operation, the presence of a police helicopter with a well-trained Pilot and Tactical Flight Officer act as a force multiplier for the overall police operation.

PROPOSED HOURLY RATE

The proposed contract rate for air support services by the Huntington Beach Police Department Air Support Unit includes the Direct Operating Cost (DOC) of the helicopter. The DOC can be provided upon request.

The recommended proposal for hourly service of the Huntington Beach Police Air Support Unit is: **\$850 / hour** with an increase tied to the Consumer Price Index each year.

CONCLUSION

The Huntington Beach Police Department Air Support Unit prides itself on professionalism. We are fully capable and prepared to extend air support services to your cities. We look forward to the opportunity to discussing this further.



Huntington Beach Police Department

2000 Main St. Huntington Beach, CA 92648 | P.O. Box 70 |

714-960-8811

Eric Parra
Chief of Police

**SERVICES AGREEMENT FOR PUBLIC SAFETY
HELICOPTER SUPPORT BETWEEN THE
CITY OF HUNTINGTON BEACH AND THE
CITY OF COSTA MESA**

This Services Agreement for Public Safety Helicopter Support ("Agreement") is made by and between the City of Huntington Beach, a California Municipal Corporation ("Huntington Beach") and the City of Costa Mesa, a California Municipal Corporation ("Costa Mesa") based on the following:

A. Huntington Beach employs, maintains, trains and equips personnel capable of responding to requests for public safety helicopter services from ground based public safety personnel.

B. Costa Mesa is responsible for providing public safety services within its jurisdiction, which include public safety helicopter services.

C. Costa Mesa requires the services of Huntington Beach to provide public safety helicopter services to its land and residents.

TERM

This Agreement shall commence on July 1, 2024 and end on June 30, 2027 unless terminated earlier as set forth herein.

**I
PURPOSE**

1.01 The purpose of this Agreement is to provide public safety helicopter services to Costa Mesa's land and residents and for Costa Mesa to pay an all-inclusive flat rate per hour for the cost of the services provided by Huntington Beach.

1.02 Nothing in this Agreement shall be interpreted to give Costa Mesa a right to services from Huntington Beach. Huntington Beach expressly retains all rights and powers to direct, manage, maintain, train, employ, equip, operate and control all equipment, facilities, properties and personnel in providing public safety helicopter services to Costa Mesa pursuant to this Agreement. Costa Mesa acknowledges and agrees that the efficient use of public safety helicopter services requires a timely and prioritized response of a helicopter. Costa Mesa agrees that Huntington Beach will have the sole discretion to determine the priority of calls for service and when an assignment of an air crew to a call will be terminated.

1.03 Notwithstanding anything in the Agreement to the contrary, Costa Mesa expressly retains all rights and powers to direct, manage, maintain, train, employ, equip, operate and control all equipment, facilities, properties and personnel in providing ground based public safety services to its land and residents.

II **SERVICES**

2.01 Huntington Beach will furnish Costa Mesa with public safety helicopter services that will include a helicopter aircrew comprised of a pilot and tactical flight officer that are both sworn peace officers and specially trained to conduct public safety helicopter services. Huntington Beach and the helicopter aircrews retain the sole and exclusive discretion as to the specific type, nature, timing and duration of the services performed pursuant to this Agreement.

2.02 Huntington Beach certifies that all helicopter aircrews providing public safety helicopter services to Costa Mesa under this Agreement currently possess, and shall maintain for the life of this Agreement, all permits, licenses, certifications, and training required from any federal, state or local governmental entity to provide public safety helicopter services.

2.03 In no event shall Huntington Beach or the helicopter aircrew be responsible for the direction and control of ground based public safety personnel and equipment of Costa Mesa during the course and scope of the public safety helicopter services performed pursuant to this Agreement.

2.04 In the event of a natural disaster or local or regional emergency, Huntington Beach shall take all reasonable steps to provide Costa Mesa with public safety helicopter service that is dedicated to the exclusive use of Costa Mesa. This shall include an obligation on the part of Huntington Beach to "hold over" any on-duty and/or "call in" any off-duty helicopter aircrew(s) or personnel necessary to provide Costa Mesa with public safety helicopter service that is dedicated to the exclusive use of Costa Mesa. Additionally, in the event of a natural disaster or local or regional emergency, Huntington Beach shall provide Costa Mesa with a first right of refusal to have public safety helicopter services prior to allowing or releasing said public safety helicopter services to other governmental agencies for use or deployment during said natural disaster or local or regional emergency.

III **COMPENSATION**

3.01 Costa Mesa shall pay Huntington Beach for the public safety helicopter services provided on an hourly basis in accordance with the provisions of this Section. Huntington Beach's total compensation for all services performed in accordance with this Agreement shall not exceed Nine Hundred Thousand Dollars and no/100 (\$900,000.00) without prior written authorization from Costa Mesa. Furthermore, Huntington Beach's total compensation in any single Fiscal Year (defined as July 1st through June 30th) shall not exceed Three Hundred Thousand Dollars and no/100 (\$300,000.00) in any single fiscal year (July 1- June 30) without prior written authorization from Costa Mesa.

3.02 Huntington Beach shall provide public safety helicopter services to Costa Mesa at an all-inclusive flat rate as set forth in this Agreement. Costa Mesa shall incur no other direct or indirect costs or fees for the services provided by Huntington Beach under this Agreement. Huntington Beach shall bill Costa Mesa for all public safety helicopter services provided under this Agreement in tenth of an hour increments.

3.03 Huntington Beach shall submit monthly invoices to Costa Mesa describing the public safety helicopter services provided in the preceding month. Huntington Beach will also provide Costa Mesa with a monthly statement detailing all calls for service. The monthly statement shall include the names of the helicopter aircrew who performed the services, a brief description of the services performed and/or the specific task performed, the date the services were performed, the number of hours spent on all services billed on an hourly basis in tenth of an hour increments.

3.04 Costa Mesa's Chief of Police, or the Chief's designee (the "Chief"), shall notify the Huntington Beach Air Support Unit Commander ("Unit Commander") within twenty (20) days of receipt of the monthly statement of any disputed calls for service or time spent on routine patrol over Costa Mesa's jurisdiction. The Unit Commander and the Chief will review the public safety helicopter service provided by Huntington Beach on an as needed basis to ensure that it coincides with the service level desired by Costa Mesa. The Unit Commander and the Chief will be responsible for cooperatively resolving any disputes over services provided under this Agreement and adjusting the service level to coincide with that desired by Costa Mesa.

3.05 Should Huntington Beach provide over One Thousand (1000) hours of public safety helicopter services to Costa Mesa in any single Fiscal Year under this Agreement, Huntington Beach acknowledges and agrees that it shall not receive any compensation for said services without the prior written authorization from Costa Mesa.

3.06 Huntington Beach shall provide public safety helicopter services to Costa Mesa at an all-inclusive flat rate of Eight Hundred Fifty Dollars (\$850) per hour of service for the first year of service. Commencing on July 1, 2024, the hourly fee for Air Support Services shall be adjusted on July 1 of each year based on the change in the Metropolitan Consumer Price Index. The change will be conducted using the "Consumer Price Index for All Urban Consumers (CPI-U), for the Los Angeles-Long Beach-Anaheim, California area; All items not seasonally adjusted, 1982-1984=100 reference base." The adjustment will be based on the current contract rate using the January index of the current year and the January index of the preceding year. The Huntington Beach Police Chief shall adjust the fees set forth in the MOU by such percentage change and rounded to the next highest dollar amount. Should the Consumer Price Index be revised or discontinued, the Police Chief shall use the revised or a comparable index as approved by the Costa Mesa City Council.

IV COSTA MESA DUTIES

4.01 Costa Mesa shall pay Huntington Beach an all-inclusive flat rate per hour for the cost of the services provided by Huntington pursuant to Paragraph 3.01 – 3.06 of this Agreement, for services provided by Huntington Beach under this Agreement. The public safety helicopter services performed by the Huntington Beach shall be deemed to commence as of the date and time the aircraft is dispatched to, or arrives over, the airspace of Costa Mesa, whichever occurs first. These services shall continue until the aircrew notifies Costa Mesa that the assignment is complete or that the assignment must be terminated due to a higher priority assignment. Huntington Beach helicopter aircrew shall be responsible to notify Costa Mesa's dispatch center that the assignment

is complete or that the assignment must be terminated due to a higher priority assignment. Services performed by Huntington Beach aircraft for Costa Mesa shall be defined as:

- A. A direct request for public safety helicopter services by Costa Mesa where a Huntington Beach aircraft is dispatched to or arrives over the incident (operationally identified as a "D-1" call) or;

Costa Mesa may authorize its ground based public safety supervision to cancel a response by a Huntington Beach aircrew.

4.02 Costa Mesa agrees to comply with the FAR Part 91 and Operations Manual section 4085 in making calls for services, which establishes priority for calls to Huntington Beach.

4.03 Costa Mesa agrees to install within its communications/dispatch center any radio equipment necessary to communicate directly with Huntington Beach on the designated frequency (800 MHz Talk Group) agreed upon by Huntington Beach and Costa Mesa. All costs associated with said installation shall be paid by Costa Mesa.

V

INDEMNIFICATION AND WAIVER

5.01 Costa Mesa agrees that Huntington Beach should be fully protected from any loss, injury, damage, claim, lawsuit, cost or expense arising out of, or in any way related, to the performance of services pursuant to this Agreement that is in excess of Huntington Beach's requirement to carry and maintain certain policies of insurance and name Costa Mesa as an additional insured as set forth below in section VI. Subject to Huntington Beach's requirement to carry and maintain certain policies of insurance and name Costa Mesa as an additional insured as set forth below in section VI, the provisions of this Agreement should be construed and interpreted to provide the fullest possible protection to Huntington Beach. Costa Mesa acknowledges that Huntington Beach would not provide services in the absence of the commitments of Costa Mesa as specified in this Agreement. Huntington Beach acknowledges that Costa Mesa would not enter into this Agreement in the absence of Huntington Beach's commitment and obligation to carry and maintain certain policies of insurance and name Costa Mesa as an additional insured as set forth below in section VI.

5.02 To the fullest extent permitted by law, Costa Mesa shall indemnify, defend and hold harmless Huntington Beach, its boards, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any services provided under this Agreement including, but not limited to, activities that relate in any way to this Agreement (including the negligent and/or willful acts, errors and/or omissions of Costa Mesa, its council members, officers, agents, employees, and anyone employed directly or indirectly by any of them or for whose acts they may be liable or any

or all of them) that is in excess of Huntington Beach's requirement to carry and maintain certain policies of insurance and name Costa Mesa as an additional insured as set forth below in section VI. Notwithstanding the foregoing, nothing herein shall be construed to require Costa Mesa to indemnify the Indemnified Parties from any Claim arising from the negligence or willful misconduct of the Indemnified Parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

5.03 Huntington Beach shall defend, indemnify and hold harmless Costa Mesa and its officers, employees, contractors, agents and representatives, with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is in any way related, to the negligence or willful misconduct by Huntington Beach, including its boards, officers, agents and employees, within the Costa Mesa's jurisdiction. The obligation of Huntington Beach pursuant to this section extends, without limitation, to any injury, death, loss or damage which occurs within Costa Mesa's jurisdiction and which is sustained by any third party, any employee or contractor of Costa Mesa and to such contractor's employees.

VI INSURANCE

6.01 Without limiting Huntington Beach's indemnification of Costa Mesa, and prior to commencement of Work, Huntington Beach shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Costa Mesa.

6.01.1 Proof of Insurance. Huntington Beach shall provide certificates of insurance to Costa Mesa as evidence of the insurance coverage required herein. Insurance certificates and endorsement must be approved by Costa Mesa's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Costa Mesa at all times during the term of this contract. Costa Mesa reserves the right to require complete, certified copies of all required insurance policies, at any time.

Huntington Beach shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Huntington Beach, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in Huntington Beach's bid.

6.01.2 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Costa Mesa's Risk Manager.

6.01.3 Coverage Requirements.

6.01.3.1 Workers' Compensation Coverage. Huntington Beach shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability

Insurance (with limits of at least one million dollars (\$1,000,000)) for Huntington Beach's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by Costa Mesa at least thirty (30) calendar days (ten (10) calendar days written notice of non-payment of premium) prior to such change.

Huntington Beach shall submit to Costa Mesa, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Costa Mesa, its officers, agents, employees and volunteers.

6.01.3.2 Aircraft Liability Coverage. Huntington Beach shall maintain commercial aircraft liability insurance in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability including war risk and premises liability insurance to include property damages incidental to the operations of the named insured

6.01.3.3 Automobile Liability Coverage. Huntington Beach shall maintain automobile insurance covering bodily injury and property damage for all activities of the Huntington Beach arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

6.01.4 Other Insurance Provisions or Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

6.01.4.1 Additional Insured. Endorsement naming the City of Costa Mesa as respects the Aircraft Liability coverage with primary non-contributory and severability of interest language.

6.01.4.2 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Costa Mesa, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Huntington Beach or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Huntington Beach hereby waives its own right of recovery against Costa Mesa, and shall require similar written express waivers and insurance clauses from each of its subconsultants. This waiver of subrogation extends to hull loss and property damage.

6.01.4.3 Enforcement of Contract Provisions. Huntington Beach acknowledges and agrees that any actual or alleged failure on the part of the Costa Mesa to inform Huntington Beach of non-compliance with any requirement imposes no additional obligations on the Costa Mesa nor does it waive any rights hereunder.

6.01.4.4 Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

6.01.4.5 Notice of Cancellation. Huntington Beach agrees to oblige its insurance agent or broker and insurers to provide to Costa Mesa with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

6.01.5 Timely Notice of Claims. Huntington Beach shall give Costa Mesa prompt and timely notice of claims made or suits instituted that arise out of or result from Huntington Beach's performance under this Agreement.

6.01.6 Additional Insurance. Huntington Beach shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

VII MISCELLANEOUS PROVISIONS

7.01 Each of the Parties to this Agreement shall immediately notify the other of any litigation or claim that is asserted by or against either party regarding this Agreement. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

7.02 Each of the Parties to this Agreement shall cooperate with one another in the defense of any lawsuit or claim filed against either party, arising out of, or in any way related, to this Agreement, as well as any effort of Huntington Beach to collect money from persons or entities responsible for any request for public safety helicopter services.

7.03 The public safety helicopter services provided by Huntington Beach under this Agreement shall not be assigned, transferred, contracted or subcontracted out without the prior written approval of Costa Mesa.

7.04 Each of the Parties to this Agreement may terminate this Agreement without cause upon sixty (60) days prior written notice.

7.05 The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

7.06 If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

7.07 This Agreement may be modified or amended only by a written document executed by both Huntington Beach and Costa Mesa.

7.08 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

7.09 This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

7.10 A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

7.11 Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred, contracted or subcontracted out without the prior written approval of Huntington Beach and Costa Mesa.

7.12 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7.13 The Parties shall at their own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

7.14 The Parties each represent that they are an equal opportunity employer and they shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

7.15 All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Huntington Beach to Costa Mesa shall be addressed to Costa Mesa at:

Attn: Ron Lawrence
Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92692
Phone: (714) 754-5344

All notices, demands, requests or approvals from Costa Mesa to Huntington Beach shall be addressed to Huntington Beach at:

Attention: Eric Parra
Huntington Beach Police Department
2000 Main Street
P.O. Box 70
Huntington Beach, CA 92648
Phone: 714-536-5903
Fax: 714-536-5605

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed on the dates written below.

CITY OF COSTA MESA

Date: _____

City Manager, City of Costa Mesa

ATTEST:

Date: _____

City Clerk, City of Costa Mesa

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Date: _____

City Attorney, City of Costa Mesa

CITY OF HUNTINGTON BEACH

Date: _____

Mayor, City of Huntington Beach

ATTEST:

Date: _____

City Clerk, City of Huntington Beach

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Date: _____

City Attorney, City of Huntington Beach





CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-273

Meeting Date: 7/16/2024

TITLE:

ACCEPTANCE OF THE INFORMATION TECHNOLOGY DEPARTMENT REMODELING PROJECT, CITY PROJECT NO. 22-09

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by Builtall, 4712 East 2nd Street, #520, Long Beach, California 90803, for the Information Technology Department Remodeling Project, City Project No. 22-09, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the 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 at the conclusion of the one-year warranty period.

BACKGROUND:

On September 5, 2023, a construction contract in the amount of \$255,020 was awarded to Builtall for the Information Technology (I.T.) Department Remodeling Project.

The I.T. Department Remodeling Project was initially approved during Fiscal Year 2016-17 in anticipation of the additional staffing due to the implementation of the Five-Year Information Technology Strategic Plan (ITSP). However, due to the onset of the COVID-19 pandemic, the project was temporarily deferred.

This project accommodated the increased I.T. Department staffing by reconfiguring the first-floor space, demolishing and constructing walls in strategic locations, relocating electrical and data points of connections, painting, and installation of associated smoke detectors, carpeting and lighting improvements. The project also converted one office and attached storage vault on the third floor of City Hall to two offices by demolishing and reconstructing an existing wall, along with mechanical, electrical, data, lighting, smoke detectors, paint, and carpeting improvements.

The construction is now complete and is ready to be accepted by the City Council.

ANALYSIS:

The work required by the contract documents was completed on May 1, 2024, to the satisfaction of the Deputy Public Works Director and the City Engineer. The final contract cost amounted to \$225,953.77. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Initial Contract Cost:	\$ 255,020.00
Final Payment Adjustments:	(\$ 29,066.23)
Final Contract Cost:	\$ 225,953.77

The final contract price reflects a 11.4% decrease to the original contract as a result of final payment and quantity adjustments.

As of this date, there are no Stop Notices filed against the monies due to Buittall.

Therefore, staff recommends that the City Council accepts this project as complete and authorize the City Clerk to file the Notice of Completion.

**BEFORE****AFTER****ALTERNATIVES:**

This item is administrative in nature.

FISCAL REVIEW:

The project was funded from appropriated Capital Improvement Fund (Fund 401). The remaining project balance of \$29,066.23 will be returned to the Fund Balance in the Capital Improvement Fund after the purchase order is closed.

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 towards achieving the following City Council goal:

- Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

Staff recommends the City Council:

1. Accept the work performed by Builtall, 4712 East 2nd Street, #520, Long Beach, California 90803, for the Information Technology Department Remodeling Project, City Project No. 22-09, and authorize the City Clerk to file the Notice of Completion.
2. Authorize the 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 at the conclusion of the one-year warranty period.

ATTACHMENT 1

CITY OF COSTA MESA

PAYMENT TO: Buittall
4712 E 2nd Street, Long Beach, CA 90803

Project: IT Department Remodeling Project
City Project No. 22-09

P.O. No. 0000017079

ACCOUNT NUMBER						AMOUNT ENCUMBERED	TOTAL EARNED TO DATE	RETENTION	OTHER MONIES WITHHOLD(*)	PREVIOUS PAYMENT	AMOUNT DUE THIS ESTIMATE
A	500000	401	19500	50910	200085	\$255,020.00	\$225,953.77		\$0.00	\$225,953.77	\$0.00
A	210300	401						\$0.00			\$0.00
					Total:	\$255,020.00	\$225,953.77	\$11,297.69	\$0.00	\$225,953.77	\$0.00

Retention

Account	Previous Amount	This Estimate	Other Monies	Total
210300 Fund 401	\$11,297.69	\$0.00	\$0.00	\$11,297.69
			Total:	\$11,297.69



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-278

Meeting Date: 7/16/2024

TITLE:

ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES GRANT FUNDING - OCTA

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: BRIAN GRUNER, PARKS AND COMMUNITY SERVICES
DIRECTOR

CONTACT INFORMATION: BRIAN GRUNER, PARKS AND COMMUNITY SERVICES
DIRECTOR (714) 754-5065

RECOMMENDATION:

Staff recommends the City Council conduct the public hearing to meet Orange County Transportation Authority (OCTA) grant fund application (Attachment 1) requirements to establish coordination with non-profits and ensure services are not being duplicated.

BACKGROUND:

The Orange County Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Program was developed to support local agencies in the delivery of Federal Transit Administration eligible activities. The EMSD Program is intended to meet the transportation needs of older adults and people with disabilities when transportation services provided are unavailable, insufficient, or inappropriate to meet these needs. The EMSD program offers grant funding for capital (vehicles and equipment) and operating mobility management and operating assistance type projects.

On May 28, 2024, the Orange County Transportation Authority (OCTA) Board of Directors approved the use of up to \$8.5 million for the 2024 EMSD Call for Projects using local funding support based on Federal Transit Administration Section 5310 (FTA 5310) amounts allocated to Orange County.

On June 27, 2024, City staff applied for \$285,000 in grant funding, which requires a 20% match (\$57,000) from the City that is not currently budgeted, totaling \$285,000 in funds. The funds would be expended over an 18-month period beginning January 2025. As a condition of applying to the EMSD, the City is required to hold a public hearing to establish coordination with non-profits and ensure services are not being duplicated. Awards are expected to be announced by OCTA in September 2024.

ANALYSIS:

The City of Costa Mesa Senior Center Senior Taxi Program is a free door-to-door driving service to all residents of Costa Mesa ages 60 and older. The program is available Monday through Friday from 8 a.m. to 4 p.m. for rides to medical appointments throughout Orange County. The Senior Taxi Program also provides non-medical rides throughout the city of Costa Mesa's boundaries. (Attachment 2).

The current program is funded by a combination of grant and general funds. Due to increased demand and usage, both grant and general funds will be depleted by February 2025 if current service levels are sustained. Without these grant funds, the City of Costa Mesa may need to consider more restrictive boundary limits for medical appointments, restrictions on the types of destinations for non-medical appointments, charging fees for rides, or increasing general fund appropriations to maintain services throughout FY 2024-25.

City staff identified two non-profits, Abrazar and Age Well, that provide non-emergency medical transportation services to seniors in Orange County that have been notified of the city's grant application and the public hearing. Both were requested to provide feedback on whether there is sufficient overlap in services that we can better coordinate.

ALTERNATIVES:

The City may withdraw the grant application; however, as discussed above, city staff estimates that current funding will be depleted; hence there is a clear need for the grant funds.

FISCAL REVIEW:

There is currently no fiscal impact associated with this item, however a 20% match in the amount of \$57,000 is required if the City is awarded the full \$285,000.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council conduct the public hearing to meet Orange County Transportation Authority (OCTA) grant fund application (Attachment 1) requirements to establish coordination with non-profits and ensure services are not being duplicated.

2024 OC EMSD Program Project Nomination – Operating Projects

Complete Application Checklist for OPERATING Projects	
<i>All Attachment files should be clearly named prior to upload.</i>	
✓	Application Narrative Responses
	General Information
Part I – Applicant Profile	
	Agency Information
	Agency Geographic Area
	Applicant Profile
	Audited Financial Statement
	Title VI and ADA Requirements and Complaints
	Project Need
Error! Reference source not found.	
	Funding Request Summary
	Application Funding Request Summary
	Proposed Local Match Source for Operating Requests
	Requested Programming Year
	General Questions
	General <u>Questions</u>
Part III – Scored Questions	
	A. Goals and Objectives (10 Points)
	B. Project Implementation (15 Points)
	C. Program Performance Indicators (10 Points)
	D. Coordination, Outreach, and Sustainability (11 Points)
	E. Emergency Planning and Preparedness (4 Points)
Part IV – Certifications	
	Private Non-profit Agency – Corporation Status Inquiry
	Private Non-profit Information
	Public Agency Certification
	Certification of No Readily Available Service Providers
	General Certifications and Assurances
	Coordinated Plan Certification
	Application Certification
Attachments – List attachments below as needed, expand upon if necessary	
	Attachment 1: Purpose and Program Supporting Documentation
	Attachment 2: Agency Geographic Area
	Attachment 3: Audited Financial Statement
	Attachment 4: Transportation Needs Assessment for Seniors and Individuals with Disabilities
	Attachment 5: Match Source Documentation
	Attachment 6: Operating Assistance/Mobility Management Plan Supporting Documentation

2024 OC EMSD Program Project Nomination – Operating Projects

	Attachment 7: Transportation Services Assessment and Client Needs Analysis
	Attachment 8: Letters of Support
	Attachment 9: Private Non-profit Agency – Corporation Status Inquiry Documentation
	Attachment 10: Private Non-profit Information
	Attachment 11: Proof of a Public Hearing Notice or Formal Letter Certification
	Attachment 12: Certification of No Readily Available Service Providers Documentation
	Attachment 13:

General Information

Agency (Applicant) Legal Name:	City of Costa Mesa		
Physical Address (No P.O. Box):	77 Fair Drive		
City, County, ZIP:	Costa Mesa, Orange, 92626		
Applicant Contact Name:	Kevin Stoddart		
Applicant Contact Title:	Senior Recreation Supervisor		
Email:	kevin.stoddart@costamesaca.gov	Phone:	714-327-7561
Alternate Contact:	Enyelber Franco		
Alternate Email:	Enyelber.franco@costamesaca.gov	Phone:	714-327-7544
Application Type: <i>Please indicate Capital or Operating</i>	Capital & Operating		
Project Title:	Senior Taxi Program		
Phase of Work that request would support (New Services, Service Expansions, Service Restoration, Mobility Management, Driver and Travel Related Trainings, and First-and-Last Mile Connections, etc.) Be sure to include a brief description for each item:	Service Continuity		
Brief Project Description – Include an explanation of the type of service, management, training, or connections being provided with applicable details:			
Total <u>EMSD Request</u>	\$ \$228,000		
Total <u>Project Cost</u> (Match included)	\$ \$285,000		
Application Priority to applicant agency:	Priority 1 of 1		

2024 OC EMSD Program Project Nomination – Operating Projects

Part I – Applicant Profile

Agency Information

Briefly describe your agency's purpose and program. Include days and hours of the operation of your transportation program and the services your agency currently provides or intends to provide. Supporting documentation must be attached (e.g., agency brochure). *Attachment 1 included?* ☒ Yes ☐ No

The City of Costa Mesa Senior Center Senior Taxi Program is funded through the Orange County Transportation Authority (OCTA) Project U funds, a 20% match from the City's general fund, and a \$75,000 grant from Hoag Hospital to provide transportation through contractor California Yellow Cab (CYC) to eligible seniors living in the City of Costa Mesa. The program is offered at no-cost to eligible Senior Center members, Monday through Friday between 8a.m. to 4p.m. (excluding observed holidays).

Agency Geographic Area

Service Area (briefly indicate areas served by proposed project, additional detail should be provided in the required map attachment)

Transportation requests are restricted to the City's boundaries, except for non-emergency medical rides. The Senior Taxi Program also provides transportation to non-emergency medical appointments within the City of Costa Mesa and to medical facilities outside of the City including: Anaheim, Fountain Valley, Garden Grove, Huntington Beach, Irvine, Midway City, Newport Beach, Orange, Santa Ana, Tustin, Westminster and the Long Beach VA.

Please attach a clear and high-quality map delineating the service boundaries of your agency and relevant to this application. *Attachment 2 included?* ☒ Yes ☐ No

Applicant Profile

Provide the total number of clients currently served by the agency, and provide a breakdown of those who are seniors, disabled, or a wheelchair user. If a client can be identified in more than one category, choose the one category that is most limiting to the client. A client is counted only once. For example, an elderly person who uses a wheelchair would be counted **once**, as a wheelchair user.

A person with disabilities is someone of any age who is not able to use fully accessible public fixed-route services, whether temporarily or on a long-term basis, regardless of whether they need to use a wheelchair.

Race/Ethnicity/National Origin information is collected for reporting purposes.

Total number of clients currently served by your agency's transportation program (do not duplicate or double count)			Race/Ethnicity/National Origin served by your program by percentage. (Total 100%)		
Number of seniors	337		American Indian & Alaska Native	0.6	%
Number of individuals w/disabilities	565		Asian	9.2	%
Number of wheelchair/lift users	144		Black or African American	1.0	%
TOTAL NUMBER OF CLIENTS	1,046		Hispanic or Latinx	10.5	%
			Native Hawaiian & Pacific Islander	0.5	%
			Middle Eastern or North African	1.3	%
			White & European American	55.8	%
			All Other	21	%
Total number of wheelchair/lift clients divided by clients	14	%	Specified Race:		%
			TOTAL MUST BE 100%	100	%

Annual Operating Budget

Estimated Income	
a. Passenger Revenue:	\$ 0

2024 OC EMSD Program Project Nomination – Operating Projects

b. Other Revenue:	\$ 0
c. Total Grants ¹ , Donations, Subsidies from Other Agency Funds:	\$ 201,000
TOTAL INCOME	\$
Estimated Expenses	
a. Wages, Salaries and Benefits (non-maintenance personnel)	\$ 0
b. Maintenance & Repair (salaries and estimated costs for current and requested vehicles/equipment)	\$ 0
c. Fuels	\$ 0
d. Casualty & Liability Insurance	\$ 0
e. Administrative & General Expense	\$ 0
f. Other Expenses (e.g., materials & supplies, taxes)	\$ 0
g. Contract Services (specify): California Yellow Cab taxi service	\$ \$360,000
TOTAL EXPENSES	\$ \$360,000

Operating Fund Sources

Operating Fund Sources	Prior Year	Current Year	Next Year
a. Hoag Hospital Grant	\$ \$50,000	\$ \$75,000	\$ 75,000
b. M2 Project U	\$ \$126,000	\$ \$126,000	\$ 132,000
c. City's General Fund	\$ 31,500	\$ 31,500	\$ 63,000
d.	\$	\$	\$
TOTAL OPERATING			\$ 270,000

Audited Financial Statement

Attach a copy of your agency's **current** (i.e., within the last 2 years) **audited financial statement** showing no instance of non-compliance as an attachment. Provide a summary of the results/findings. *Attachment 3 included?* ☒ Yes ☐ No

The City of Costa Mesa's 2023 Annual Comprehensive Financial Report is attached.

Title VI and ADA Requirements and Complaints

Describe any lawsuits or complaints against your **entire agency** within the last year alleging Title VI discrimination on the basis of race, color, or national origin, and/or any lawsuits or complaints in regard to the Americans with Disability Act. At a minimum, please include the date and description of complaint(s) or lawsuit(s), and current status. **A written response is required.** N/A is not an acceptable response.

The City of Costa Mesa has had no lawsuit against it for non-compliance with Title VI.

Project Need

The Orange County Enhanced Mobility for Seniors and Disabled (EMSD) grant program is intended to enhance the mobility of seniors and individuals with disabilities by providing local transportation funding to meet the transportation needs of seniors beyond traditional public transportation and individuals with disabilities.

1. Check the appropriate box below as applicable. One box must be checked.

☒ **Insufficient:** Available public transportation and paratransit services are insufficient to meet the needs of the target population or equipment needs replacement to ensure continued service (i.e., service at capacity; service

¹ Grants in this instance does not include this grant request.

2024 OC EMSD Program Project Nomination – Operating Projects

parameters, routes, hours and/or needs are not met due to eligibility and/or trip criteria; projected future need; lack of or need of additional accessible vehicles, etc.).

☐ **Inappropriate:** Target population has needs that are difficult or impossible to serve on available public transportation and/or paratransit.

Existing Transit Service

2. *Please describe how existing public transit or paratransit, including fixed-route, ADA complementary paratransit and private paratransit does not meet the needs of your senior and disabled clients.*

There are no known public transit services that provide door to door transportation at no cost to a service area as large as the City's non-medical transportation service area with a booking time of 48 hours or less in advance. The combination of free transportation in a large service area with taxi cabs and California Yellow Cab's quality customer service has caused the program to grow beyond current funding sources.

3. Describe the transportation needs of seniors and individuals with disabilities to be served by the proposed project. **This is an** assessment of transportation needs for individuals with disabilities or seniors which may be based on the experience and perceptions of the planning partners or on more sophisticated data collection efforts, and gaps in service. *Attachment 4 included?* ☒ **Yes** ☐ **No**

The Coordinated Plan Section speaks about the growing population of older adults and frail older adults. With the increase population something that has become popular for this group is age-in-place. Which means older adults are choosing to remain in their local areas. This is causing an increase in local trip programs. With frail older adults, long trip times and the need for door-through-door transportation programs has seen an increase in demand.

2024 OC EMSD Program Project Nomination – Operating Projects

Part II – Funding Request

Funding Request Summary

Step 1: Check and complete the funding request summary form below to summarize all projects proposed under the operating project category. If you are requesting multiple projects under a category, please make copies of the tables for each project as applicable.

- Mobility Management
- Operating Assistance

Step 2: Complete and attach a separate project budget for each of your proposed projects.

Are you a current recipient of any of the following funds?

☐ **FTA 5310**
 ☐ **Jobs Access and Reverse Commute/New Freedom**
 ☒ **Senior Mobility Program (Project U)**
☒ **Community Circulator (Project V)**
☐ **Other:** _____

Have you also submitted a Capital Project application under this year's EMSD grant program? ☐ Yes ☒ No

Application Funding Request Summary – Note: Fill in once remaining section is completed

Project Component	Total Project Cost (Request + Match)	Match	Match % ²	Funding Request ³ (Total - Match)	Indirect Cost (10% maximum)	Contingency (5-10%)
Operating Assistance	\$ 285,000	\$ 57,000	0 %	\$ 228,000	\$ 0	\$ 22,800
Mobility Management	\$ N/A	\$ N/A	N/A %	\$ N/A	\$ N/A	\$ N/A
TOTAL	\$ 285,000	\$ 57,000	0	\$ \$228,000	\$	\$ 22,800

Please note that the total funding request **per applicant** may not exceed \$1.5 million.

Proposed Local Match Source for Operating Requests

Project Component	Local Match Amount (consistent with previous table)	Local Match Sources
Operating Assistance	\$57,000	City's General Fund
Mobility Management	N/A	

Requested Programming Year

Please indicate in which Fiscal Year (FY) funding is planned to be requested. Note that applicants may request programming funds for FY 2024/25, 2025/26, or 2026/27 ONLY (fiscal years ending June 30). See the Timely-Use of Funds Section of the guidelines for more information.	
Operations Programing FY Request	FY 24/25-25/26
Mobility Management Programming FY Request	FY N/A

² 20% minimum for Operating Assistance and 10% for Mobility Management.

³ Up to 80% (for Operating Assistance) or 90% (for Mobility Management) of project cost or no greater than \$1 million – funding request should consider indirect and contingency costs, not to exceed a combined \$1 million.

2024 OC EMSD Program Project Nomination – Operating Projects

Detailed Mobility Management and Operating Assistance Funding Requests

Funding Request for Mobility Management (MM) ⁴			
Scope:			
<i>Include service period.</i>			
Activity	Brief Description	Cost	
		\$	
		\$	
		\$	
		\$	
Subtotal		\$	
Indirect Costs – Activity	Brief Description		
		\$	
		\$	
		\$	
		\$	
Indirect Subtotal (No greater than 10% of the total project cost)		\$	
Contingency Line Item (to account for changes due to cost increases, project delays, etc..) 5-10%		\$	
TOTAL REQUEST FOR MOBILITY MANAGEMENT		\$	

Funding Request for Operating Assistance (OA) ⁴			
Scope:			
<p>Requesting operating assistance to fund the City of Costa Mesa's Senior Medical Transportation program at its current capacity in order to keep the program free of charge to the City's qualifying seniors.</p>			
Activity	Brief Description	Cost	
Non-Emergency Medical Transportation FY 24/25 – FY 25/26	Free door to door transportation for non-emergency medical appointments from Costa Mesa to non-emergency medical appointments in the aforementioned operational area beginning January 2025 through the end of FY 25/26, for a total of 18 months. Anticipated monthly cost is \$20,000 per month. Requesting EMSD operating support to fund 13.5 of this 18 month period, with the remainder to be covered by the existing annual grant from Hoag Hospital, which is estimated at \$112,500 for the aforementioned 18 month period.	\$	\$360,000
Non-medical Transportation FY 24/25 – FY 25/26	Cost of providing non-medical rides for all other allowable purposes under M2 Project U within the boundaries of the City of Costa Mesa. Non-medical transportation will not be funded by any EMSD grant.	\$	\$270,000
		\$	
		\$	
Subtotal		\$	\$630,000
Indirect Costs – Activity	Brief Description		
		\$	
		\$	

⁴ The maximum request amount per applicant for operating type projects is \$1,000,000 for two years of service operations, that is either for mobility management or operating assistance or a combination of the two. The total maximum applicant request for capital and operating combined is \$1.5 million.

2024 OC EMSD Program Project Nomination – Operating Projects

		\$	
		\$	
Indirect Subtotal (No greater than 10% of the total project cost)		\$	
Contingency Line Item (to account for changes due to cost increases, project delays, etc..) 5-10%		\$	\$22,800
TOTAL REQUEST FOR OPERATING ASSISTANCE		\$	\$285,000
TOTAL COST OF PROJECT⁵		\$	\$630,000

General Questions

1. Indicate the type(s) of proposed transportation service for the project. (Check all that apply.)

- | | |
|---|--|
| <input type="checkbox"/> Expansion of existing paratransit service beyond the minimum requirements of ADA
<input type="checkbox"/> New or continuation of paratransit service beyond the minimum requirements of ADA
<input type="checkbox"/> Expansion of an existing mobility management project
<input checked="" type="checkbox"/> First and last mile trips | <input type="checkbox"/> New mobility management project
<input type="checkbox"/> Expansion of existing driver and/or travel training project
<input type="checkbox"/> New driver and/or travel training project |
|---|--|

2. Is the proposed project an expansion of current service supported by a prior funding award from OCTA?

☐ No ☒ Yes – Provide grant program and agreement number: C-8-1881

3. Does your agency intend to use a third-party contractor for the proposed project service?

☐ No ☒ Yes

3a. If yes, is your contract on file with OCTA?

☐ N/A ☐ No ☒ Yes – If yes, Provide the name of the vendor and agreement number below:

Cabco Yellow DBA California Yellow Cab

3b. If yes, what is the operating period of the existing third-party service contract?

☐ N/A July 1, 2021 – June 30, 2026

What was the service period:

3c. Is there a written option in the contract to extend beyond the base years?

☐ N/A ☒ No ☐ Yes – Identify page/paragraph number:

⁵ Total project cost will include Local Match + Mobility Management and/or Operating Assistance Request(s) + Contingency Cost + Indirect Costs

2024 OC EMSD Program Project Nomination – Operating Projects

Part III – Scored Questions

A. Goals and Objectives (10 Points)

1. Briefly describe a detailed project description. Please include service operating period (up to a maximum of two years of service) Provide the following information as it pertains to this project – information can be found at <https://www.census.gov/quickfacts/fact/table/US/PST045219>. (3 Points – 3-High, 2-Medium, 1-Low)

a. Total Population (number of people) in Your Service Area: **108,354** people.

b. Number of Eligible Individuals with Disabilities Served by This Project: **1,046** people.

The City currently operates an existing program through a combination of grant funding and General Fund dollars. Funding will be exhausted by February 2025 at current ridership levels, which makes the funding of this application even more vital to the continuity of services for our elderly and disabled community members.

2. Briefly describe how your proposed project is consistent with the goals and objectives of the EMSD grant program for Operating Projects as stated in the Program Goals of the Application Instructions. Specify how your proposed project is included in the current Orange County Public Human Services Transportation Coordination Plan (Coordinated Plan) by referencing the relevant goal, objective and/or strategy. (Indicate the section/page numbers). A copy of the Coordination Plan is available for review at: <https://www.octa.net/pdf/HumanServicesTransportation.pdf>. (5 Points – 5-High, 4-Medium-High, 3-Medium, 2-Medium-Low, 1-Low)

This program aligns with the stated EMSD program goals through support of local agencies providing service within their communities. This will serve to continue services that our aging and disabled community significantly rely upon without imposing fees or reductions in service. Additionally, funding this important service will avoid gaps in mobility, aligning with Page 72 of the Orange County Public Human Services Transportation Coordination Plan's stated goal of restoring and enhancing the specialized public transit network to meet the needs of the target populations in a post covid-19 environment.

3. Explain how the project meets the program requirement of providing transportation related activities and/or service beyond those required by the ADA. Describe how the project increases or enhances the availability of transportation of the targeted population. (2 Points – Appropriate, 1-Adquate, 0-Inadequate)

Currently the Costa Mesa Senior Center offers a door-through-door service program free of charge for residents of Costa Mesa ages 60 and older. The purpose of the program is to allow participants to integrate themselves back into the community and to keep themselves out of isolation at home. The program is available to give rides in the attached service area and operates from Monday through Friday from 8 a.m.-4 p.m. Under the agreed upon service plan with OCTA and the City of Costa Mesa, the program is available to provide ride requests for the Costa Mesa Senior Center, medical appointments, nutrition, shopping, personal care, and social/recreation rides to include amusement parks, aquarium/zoo, beach/park, community-cultural events, education/employment, family-friends, funeral/memorial service, government office/service, library/museum/historical site, movies/theater/concert, religious institutions, restaurants, sporting/fitness, transit center/hub.

B. Project Implementation (15 Points)

1. For Operating Assistance projects, describe your operational plan that includes defined routes, schedules, current/projected ridership, key personnel, and marketing strategies. For Mobility Management projects, describe your implementation plan that includes project tasks timeframes, benchmarks, key milestones, key personnel, deliverables and estimated completion dates. Attach supporting documentation to substantiate this plan(s). (8 Points – 8-High, 6-Medium-High, 5-Medium, 4 Medium-Low, 2-Low) *Attachment 6 included?* ☒ Yes ☐ No

2024 OC EMSD Program Project Nomination – Operating Projects

Currently, eligible members of the City's Senior Taxi Program may book rides with 48 hours notice. All rides are free and operate in the aforementioned and attached service area. In January 2023, the program was providing a combined total of approximately 700 rides per month between both medical and non-medical components of the program. In May 2024, the program provided approximately 2,200 rides. The senior population in Costa Mesa has seen steadily growing for the past decade and doesn't show signs of plateauing or declining. In an attempt to capture this increasing population the Senior Center does periodic outreach through its in-house licensed social worker and distribution of the Center's monthly Newsletter which features a write up about the transportation program. With the marketing efforts, increasing senior population, and the want/need for social/recreational rides, the Costa Mesa Senior Center is providing a level of service that cannot be sustained without additional funding.

2. Please describe how your current services have met your prior performance goals and objectives. How is this project proposal different than what is existing, and what do you intend to accomplish with the new funding?

(7 Points – 7-High, 5 to 6-Medium-High, 4-Medium, 2 to 3-Medium-Low, 1-Low)

Prior transportation service demand was sufficiently funded by M2 Project U funding, the City's match, and a grant from Hoag Hospital. The City's operational model for the Senior Taxi Program is totally free, has a huge service area, and rides can be scheduled on short notice. This has caused the program to expand beyond the annual budget. The EMSD grant will allow current medical ridership levels to remain where they are, with no impact to the cost or the boundaries. If ridership continues to expand beyond the levels funded through this grant, the city will implement more restrictive boundaries on non-emergency medical rides more in line with the operation of SMP programs from surrounding cities in Orange County.

C. Program Performance Indicators (10 Points)

1. Please provide the performance measures and objectives for your proposed project(s) below. Check and complete applicable project category. (2 Points – Appropriate, 1-Adquate, 0-Inadequate)

Operating Assistance Annual Performance Measures and Objectives		
Existing Service		
<input checked="" type="checkbox"/> <i>Current Geographic Coverage</i>	Number of one-way trips per day:	Approximately 42 medical rides per day
<input checked="" type="checkbox"/> <i>Current Service Hours/Days</i>	Number of new miles (one-way) on weekdays:	No new miles
<input checked="" type="checkbox"/> <i>Current System Capacity</i>	Number of new miles (one-way) on weekends:	No weekend operation
<input type="checkbox"/> <i>Current access/Connections</i>		
Service Expansion		
<input type="checkbox"/> <i>Current Geographic Coverage</i>	Number of one-way trips per day:	N/A
<input type="checkbox"/> <i>Current Service Hours/Days</i>	Number of new miles (one-way) on weekdays:	N/A
<input type="checkbox"/> <i>Current System Capacity</i>	Number of new miles (one-way) on weekends:	N/A
<input type="checkbox"/> <i>Current access/Connections</i>		
Mobility Management		
<input type="checkbox"/> <i>Mobility Management</i>	Number of customer contacts:	N/A
	Number of one-way trips:	N/A
<input type="checkbox"/> <i>One Stop Center/Customer Referral</i>	Number of customer contacts:	N/A
<input type="checkbox"/> <i>Trip/Itinerary Planning</i>	Number of customer contacts:	N/A
<input type="checkbox"/> <i>One-on-One Travel Training</i>	Number of people trained	N/A
<input type="checkbox"/> <i>Group Training</i>	Number of people trained:	N/A
<input type="checkbox"/> <i>Internet-Based Information</i>	Number of web hits:	N/A
<input type="checkbox"/> <i>Information Materials/Marketing</i>	Description of materials/distribution:	N/A
<input type="checkbox"/> <i>Driver Training</i>	Number of drivers trained:	N/A

2024 OC EMSD Program Project Nomination – Operating Projects

- Identify the performance measures/indicators to track the effectiveness of your project and include the number of people you anticipate being served, and the number and purpose of trips that the project will provide (and other measurable units of service). Include the desired outcome (impact) that the project will have on the target community. (5 Points – 5-High, 4-Medium-High, 3-Medium, 2-Medium-Low, 1-Low)

The program is currently providing non-emergency transportation to qualifying seniors in the aforementioned operational area. Approximately 800 to 1000 rides are provided per month at a cost of approximately \$20,000. The EMSD grant will help sustain this level of ridership for non-emergency medical rides in the operational area at no cost.

- Based on the performance objectives/ outcomes that you provided in the question C.2, describe methodologies and procedures for ongoing monitoring and evaluation of the project or service. (3 Points – 3-High, 2-Medium, 1-Low)

Ridership will continue to be monitored monthly through monthly reports/invoices from California Yellow Cab. If ridership grows beyond the financial capacity of the program, the operational area will shrink accordingly. If necessary, fees will be implemented as a last resort.

D. Coordination, Outreach, and Sustainability (11 Points)

- Describe the available non-profit, public transit, or paratransit, including fixed route, ADA complementary paratransit services available in your agency's geographic area, and identify the relevant section/page number of the Coordinated Plan. Describe the transportation needs of your senior and disabled clients to be served by the proposal and identify the relevant section/page number of the Coordinated Plan. (2 Points – Appropriate, 1-Adquate, 0-Inadequate)

Attachment 7 included? ☐ Yes ☒ No

Page 38 of the Coordinated Plan lists transportation providers in the county, however, none of the services operate at the price point, with as large of an operational area, and with as much scheduling ease as the City's current model. On Page 39 of the coordinated plan, getting to and from medical appointments are listed as the greatest need for seniors in Orange County and cost of getting transportation is listed as the biggest barrier.

- List all stakeholders involved in the proposed project. Describe how the project will be coordinated with other social service agencies and/or public transportation providers. (e.g., sharing vehicles, dispatching, scheduling, maintenance, coordinating client trips, training, etc.) Attach your letters of support from stakeholders to the grant application. (3 Points – 3-High, 2-Medium, 1-Low) *Attachment 8 included?* ☒ Yes ☐ No

City of Costa Mesa is bringing a presentation to City Council on July 16 to solicit feedback from local non-profits. No stakeholders at the time of writing the application. Cottie Petrie-Norris's office has endorsed the City's grant application.

- What outreach was done with your senior and disabled clients to demonstrate the need for this project? How was the feedback incorporated into the proposed project(s)? (3 Points – 3-High, 2-Medium, 1-Low)

The City of Costa Mesa has placed an item on their agenda for a public hearing at the Council meeting on July 16 to formally discuss the continuity of the project and solicit community feedback.

2024 OC EMSD Program Project Nomination – Operating Projects

4. Please describe your outreach methods with your senior and disabled clients to ensure their needs are being met and adjustments to service are made accordingly. Describe the strategies for sustaining this program beyond the two-year funding cycle. (3 Points –3-High, 2-Medium, 1-Low)

Surveys are sent out to all Senior Taxi Program participants twice per year. Senior Center members are also urged to call the senior center directly with comments, questions, and concerns about the program and all complaints are logged and shared with California Yellow Cab. California Yellow Cab follows up with all complaints and senior center staff resolve complaints with the senior center members.

The current agreement with California Yellow Cab ends on June 30 2026. The City will conduct an RFP for a shuttle service within the City of Costa Mesa and for a cab service for non-medical rides outside the county to ensure maximum efficiency for both programs.

E. Emergency Planning and Preparedness (4 Points)

1. What policies and procedures does your agency have in place to address emergency planning and preparedness? Has your agency participated in Countywide or Citywide emergency drills in the past year?
(4 Points – , 4-High, 3-Medium-High, 2-Medium-Low, 1-Low)

The City employs an Emergency Services Manager that oversees emergency planning. City Staff are required to complete NIMS and SIMS training modules and Parks & Community Services Staff also complete Red Cross Shelter Fundamentals training. The Parks & Community Services Department has mobilized twice in the last twelve months in anticipation of a necessity of shelter services within the city.

2024 OC EMSD Program Project Nomination – Operating Projects

Part IV – Certifications

Private Non-profit Agency – Corporation Status Inquiry

The EMSD grant program is intended to enhance mobility for seniors and individuals with disabilities by providing local transportation funding to private non-profit organizations, or to public agencies where no private non-profits are readily available to provide the proposed service.

To document eligibility as an EMSD grant applicant based on your status as a private nonprofit organization, verification of your incorporation number and current legal standing must be obtained from the *California Secretary of State Information Retrieval /Certification & Records Unit* (IRC Unit). The “Status Inquiry” document must be attached as an appendix to the application. To assist you in obtaining this information, use one of the following methods:

- To obtain Corporate Records Information over the Internet, go to <https://bizfileonline.sos.ca.gov/search/business> and enter your agency name. If you are active, print the page or screenshot for use as proof. If the verification of your status is not available at the time you submit your application, you must indicate the date on which you requested the verification and the estimated date it will be forwarded to OCTA.
- If you are unable to locate the information online, you can obtain the “Status Inquiry” document by making a written request to:

**California Secretary of State
Information Retrieval/Certification Unit (IRC)
1500 11th Street, 3rd Floor
Sacramento, CA 95814
(916) 653-6814**

Please **do not** attach articles of incorporation, bylaws or tax status documentation.

Attachment 9 included? ☐ Yes ☒ No

Private Non-profit Information

Legal Name of Non-profit Applicant:	
State of California Articles of Incorporation Number:	
Date of Incorporation:	
<i>Attachment 10 included?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Public Agency Certification

To enhance mobility for seniors and individuals with disabilities, the EMSD grant program also offers local transportation funding opportunities to public agencies where no private non-profit organizations are readily available to provide the proposed service.

A public agency must certify that no non-profit organizations are readily available to provide the proposed service, by completing and signing the Public Agency Certification below. A public hearing is **required** as part of the application process and should be completed by the application due date of June 27, 2024. Further, please attach the following to your application:

1. Submit proof of a public hearing notice, a copy of the contact letter/notice sent to non-profit transportation providers informing them of the hearing and minutes or documentation that the hearing took place.
2. Submit a resolution that no non-profit agencies are readily available to provide the proposed service.
3. Complete Public Agency Certification.
4. Submit proof of contact with all non-profit transportation providers regarding notice of public hearing.

Attachment 11 included? ☒ Yes ☒ No

2024 OC EMSD Program Project Nomination – Operating Projects

Certification of No Readily Available Service Providers

The public agency, **City of Costa Mesa**, certifies that there are no non-profit agencies readily available to provide the service proposed in this application.

Name of Certifying Representative:

Title:

Signature:

Date:

Date of Hearing:

Attachment 12 ☐ Yes ☐ No ☐ Formal Letter Attached as Alternative provided?

General Certifications and Assurances

1. The use of grant-funded vehicles or grant-funded activities beyond the scope of an awarded project is prohibited. A deviation from the awarded project scope requires prior approval from OCTA.
2. Grantees shall follow competitive procurement practices in the purchase of vehicles and the selection of vendors for all services which it does not provide using its own workforce.
3. Any procurement of vehicles or services will specify the use of vehicles meeting Americans with Disabilities Act accessibility standards.
4. Grant-funded vehicles must provide a minimum of 10 hours of service per week per vehicle or in coordination with other agencies.
5. Grantees shall perform, or ensure that a contracted vendor performs proper maintenance of all vehicles, including, at a minimum:
 - a) Daily Pre-Operation Inspections.
 - b) Scheduled preventative maintenance that meets or exceeds manufacturer requirements, including the maintenance of all accessibility features of the vehicles.
 - c) Maintenance records for each vehicle shall be retained for 5 years.
6. Grantees cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
7. Grantees shall procure and maintain adequate insurance coverage during the term of the project and throughout the useful life of the vehicle. Coverage shall be full coverage or subject to self-insurance provisions.
8. Grantees shall ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiently perform duties safely, and in a manner that treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
9. Grantees shall ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.
10. Grantees shall submit a quarterly report to OCTA's Community Transportation Services, which includes, at a minimum, a monthly and fiscal year-to-date summary of service and expenditures. Additional reporting may be requested as needed.
11. Grantees shall participate in OCTA marketing and outreach efforts to encourage use of transit services by seniors and individuals with disabilities.
12. Grantees shall note OCTA sponsorship in any promotional material for service funded under this agreement and may be required to display OCTA program logo on vehicles used in this program (excluding taxis).
13. Grantees shall ensure compliance with all applicable provisions of Title VI of the Civil Rights Act, Americans with Disabilities Act, and promptly notify OCTA of any issues or complaints.
14. Non-compliance to program requirements may result in relinquishment of vehicles and/or equipment to OCTA.

Coordinated Plan Certification

The projects selected for funding under the Orange County Enhanced Mobility for Seniors and Disabled (EMSD) grant program must be supported by the Coordinated Plan, which was developed through a process that includes

2024 OC EMSD Program Project Nomination – Operating Projects

representatives of public, private, and non-profit transportation and human services providers and participation by members of the Orange County community.

Orange County's current Coordinated Plan was adopted by the Orange County Transportation Authority (OCTA) Board of Directors on November 23, 2020. The Coordinated Plan is available for download and review at <https://www.octa.net/pdf/OCTA%20Coordination%20Plan.pdf>

I certify that the project in this application is supported by *Human Services Transportation Coordination Plan for Orange County*.

Agency (Applicant) Legal Name: City of Costa Mesa

Authorizing Agency Representative (Print): Kevin Stoddart

Title: Senior Recreation Supervisor

Signature:



Date:

6/27/24

Application Certification


Authorizing Representative must certify the information contained in this application is true and accurate and has signature authority to enter into grant agreements on behalf of the applicant organization.

Authorizing Agency Representative

(Print): Cecilia Gallardo-Daly

Title: Assistant City Manager.

Signature:

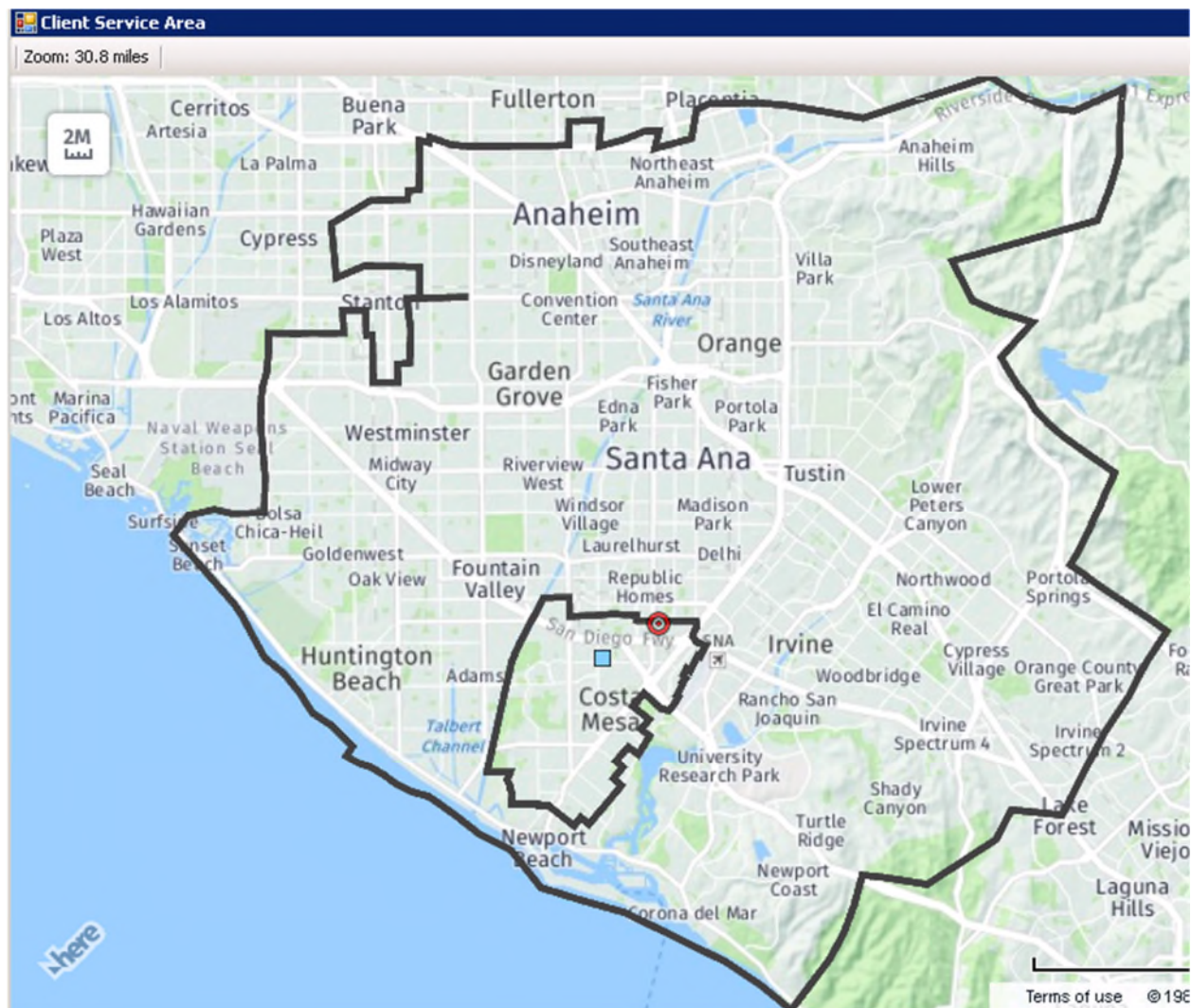


hori Ann Farrell Harrison
city manager.

Date:

6/27/24

Costa Mesa Senior Center Transportation Program Service Area Map





CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-276

Meeting Date: 7/16/2024

TITLE:

ADOPTION OF ORDINANCES TO AMEND CHAPTERS 2 AND 3 OF TITLE 4 (BICYCLES); AND CHAPTERS 1 THROUGH 21 OF TITLE 10 (MOTOR VEHICLE TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE

DEPARTMENT: PUBLIC WORKS AND POLICE DEPARTMENTS

PRESENTED BY: BRETT ATENCIO THOMAS, ACTIVE
TRANSPORTATION COORDINATOR AND BRYAN WADKINS, POLICE CAPTAIN

CONTACT INFORMATION: BRETT ATENCIO THOMAS, ACTIVE TRANSPORTATION
COORDINATOR, (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt Ordinance No. 2024-08, to amend Chapters 2 and 3 of Title 4 (Bicycles) of the Costa Mesa Municipal Code to be in compliance with current California laws related to bicycles and current practices and procedures.
2. Adopt Ordinance No. 2024-09, to amend Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic) of the Costa Mesa Municipal Code to be in compliance with current California laws and related to bicycles and current practices and procedures.

BACKGROUND:

At the June 18, 2024 City Council meeting, the Council considered modifications to the Costa Mesa Municipal Code recommended by staff from the City Attorney's Office, Costa Mesa Police Department, and the Public Works Department and duly noted in the above recommended Ordinances, heard public comment, and introduced the Ordinances for first reading by title only, waiving further reading, by a 7-0 vote. The City Council's motion included minor modifications to the recommended Municipal Code updates (described further below), and requested increased Police Department enforcement of particular sections of the Costa Mesa Municipal Code.

ANALYSIS:

At the June 18, 2024 City Council Meeting, the Council directed staff to revise certain language within the Costa Mesa Municipal Code beyond staff's initial recommendations. Specifically, the City Council's motion made the following recommendations:

- A global review of Title 4 and Title 10 to update all mentions of “accident” to “collision”.
- A global review of Title 4 and Title 10 to update all mention of “he” and “she” to “they”.
- A global review of the term “nuisance” as it relates to bicycles to ensure consistency with other terms regarding the public right-of-way.
- §4-26(e) and §4-26(h) incorporate “other cyclists”.
- §4-32(a) adopt City Attorney language with the change from “nuisance” to “unlawful”: “It shall constitute a public nuisance be unlawful to place, tether, or secure a bicycle on public property so as to cause an inconvenience or danger to persons using the public right of way.”
- §10-64 reintroduce “on a highway” language.
- Develop public education regarding §10-168 overtaking of cyclist.
- Increase enforcement of section §10-155 obstructing intersections.
- Develop public education to encourage parents to purchase Class I E-bikes for children under 18 in lieu of Class II and Class II E-bikes.

Based upon this motion, staff made revisions to the proposed Costa Mesa Municipal Code updates shown in Exhibit A to Attachments 1 and 2.

ALTERNATIVES:

The City Council may adopt the Ordinances as proposed, modify the Ordinances, or not adopt the Ordinances, however, the City would no longer be able to enforce compliance as it would conflict with state law. Additionally, if the City Council chooses to make substantive modifications to the Ordinances after introduction, the modified Ordinances would need to be brought back at a future meeting for adoption.

FISCAL REVIEW:

There is no fiscal impact to revising Chapters 2 and 3 to Title 4 (Bicycles); and Chapters 1 through 21 to Title 10 (Motor Vehicle Traffic) of the Costa Mesa Municipal Code.

LEGAL REVIEW:

The City Attorney’s Office has reviewed this report and proposed Ordinances, and approves 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.

CONCLUSION:

Staff recommends the City Council:

1. Adopt Ordinance No. 2024-08 to amend Chapters 2 and 3 of Title 4 (Bicycles) of the Costa

Mesa Municipal Code to be in compliance with current California laws related to bicycles and current practices and procedures.

2. Adopt Ordinance No. 2024-09 to amend Chapters 1 through 21 of Title 10 (Motor Vehicle Traffic) of the Costa Mesa Municipal Code to be in compliance with current California laws and related to bicycles and current practices and procedures.

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING CHAPTERS II (BICYCLE TRAFFIC) AND III (BICYCLE PARKING RACKS, SECURING OF BICYCLES) OF TITLE 4 (BICYCLES) OF THE COSTA MESA MUNICIPAL CODE, RELATING TO BICYCLE TRAFFIC AND PARKING

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City of Costa Mesa desires to amend the provisions of the Costa Mesa Municipal Code to impose regulations related to health, safety and welfare; and

WHEREAS, the City Council of the City of Costa Mesa hereby finds that to promote and protect the public health, safety and welfare, various pedestrian, bicycle and other transportation related provisions of the Municipal Code should be revised to be consistent with the California Vehicle Code.

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the ordinance is not a "project" and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) such that no environmental review under CEQA is required; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

Section 1. Chapters II (Bicycle Traffic) and III (Bicycle Parking Racks, Securing of Bicycles) of Title 4 (Bicycles) of the Costa Mesa Municipal Code are each hereby amended as follows:

See attached Exhibit "A".

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

PASSED AND ADOPTED this 16th day of July, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

ATTACHMENT 1

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2024-08 was duly introduced for first reading at a regular meeting of the City Council held on the 18th day of June 2024, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 16th day of July 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 16th day of July, 2024.

BRENDA GREEN, CITY CLERK

(SEAL)

Title 4

Bicycles

Chapter I (RESERVED)

Chapter II BICYCLE TRAFFIC

§ 4-22 “Bicycle” defined.

(a) A “bicycle” is a device upon which any person may ride, propelled by human power through a belt, chain or gears, and having either two or three wheels in tandem or tricycle arrangement.

(b) An “electric bicycle” is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts.

(1) A “class 1 electric bicycle,” or “low-speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

(2) A “class 2 electric bicycle,” or “low-speed throttle-assisted electric bicycle,” is a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

(3) A “class 3 electric bicycle,” or “speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and is equipped with a speedometer.

(Ord. No. 73-20, § 2, 6-4-73)

§ 4-23 “Bicycle lane” defined.

A “bicycle lane” shall be that portion of a public street distinctively and clearly marked on the pavement, and having appropriate identifying and traffic signs, separating that portion of the public street to be traversed by bicycles from the portion to be traversed by motor vehicles. Bikeways include Class I, Class II, Class III, and Class IV as outlined in the CalTrans Highway Design Manual.

(Ord. No. 73-20, § 2, 6-4-73)

~~§ 4-24 Bicycle lanes established.~~

~~The following bicycle lanes are established on the following public streets in the City of Costa Mesa:~~

~~(a) On the north side of Arlington Drive, between the curb face and eight feet south of the curb from Fairview Road to the east property line of the Maude B. Davis School at all times.~~

~~(b) On the east side of California Street between the curb face and eight feet west of the curb from Gisler Avenue to Michigan Avenue at all times.~~

~~(c) On the south side of Hamilton Street between the curb face and eight feet north of the curb from Wallace Avenue to Meyer Place at all times.~~

- ~~(d) On the east side of Santa Ana Avenue between the curb and eight feet west of the curb face from 20th Street to 23rd Street at all times.~~
 - ~~(e) On both sides of Estancia Drive between the curb and four feet to five feet out on the street from Adams Avenue to a point 680 feet north of Joann Street at all times.~~
 - ~~(f) On the east side of Mendoza Drive between the curb and eight feet westerly from Baker Street to El Camino Drive between 2:00 p.m. and 4:00 p.m. weekdays, except holidays.~~
 - ~~(g) On the west side of Mendoza Drive between the curb and eight feet easterly from Baker Street to El Camino Drive between 7:00 a.m. and 9:00 a.m. weekdays, except holidays.~~
- ~~(Ord. No. 73-20, § 2, 6-4-73)~~

§ 4-25 Modification, deletion or addition to bicycle lanes; master plat-plan of lanes.

~~The bicycle lanes established by this chapter may be modified, deleted, or added to from time to time by resolution of the city council.~~ A master plat-plan of bicycle lanes throughout the City of Costa Mesa shall be maintained and kept current by the transportation services engineer~~manager~~, and each modification, deletion or addition established by resolution shall be appropriately indicated on said platplan. Said plat-plan shall be accessible to members of the public during normal business hours of the City of Costa Mesa.

~~(Ord. No. 73-20, § 2, 6-4-73)~~

§ 4-26 Rules of the road.

- ~~(a) It is unlawful for any motor vehicle to drive in, over or upon any bicycle lane established by this chapter or established by any resolution as herein provided for, except for the purpose of ingress or egress to adjacent property and except for crossing at intersecting streets.~~

No person shall drive a motor vehicle in a bicycle lane established on a roadway pursuant to Section 21207 except as follows:

(1) To park where parking is permitted.

(2) To enter or leave the roadway.

(3) To prepare for a turn within a distance of 200 feet from the intersection.

(4) Motorized bicycles as defined by the California Vehicle Code Section 406(a) and electric bicycles as defined in § 4-22(b) are permitted in a bicycle lane, at a speed no greater than is reasonable or prudent, and in a manner that does not endanger the safety of other bicyclists or the rider.

- ~~(b) It is unlawful for any bicycle, as herein defined, to drive in, over or upon that portion of the public street outside of a bicycle lane as established by this chapter or any resolution hereinafter passed by the city council, except for the purposes of ingress and egress to the bicycle lane, and except for street crossings at intersections.~~

- ~~(c) Except as herein provided, the rules of the road established by the Vehicle Code and Article 4 of~~

~~Chapter 1, Division 11, sections 21200 through and including 21207 California Vehicle Code shall be in full force and effect on the city streets of the City of Costa Mesa, as though fully set forth in this chapter.~~

Whenever a bicycle lane has been established on a roadway pursuant to § 4-23, any person riding a bicycle upon the roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride within the bicycle lane, except that the person may move out of the lane under any of the following situations:

(1) When overtaking and passing another bicycle, vehicle, or pedestrian within the lane or about to enter the lane if the overtaking and passing cannot be done safely within the lane.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions: (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue in the bicycle lane.

(4) When approaching a place where a right turn is authorized.

(cd) ~~Except in established bicycle lanes, it is unlawful for any person to ride a bicycle on any public street, roadway or highway anywhere except as near the right hand curb or edge of the roadway as practical or in the case of streets, roadways or highways carrying traffic in one direction only, as near as practical to the far left hand or far right hand curb or edge of said roadway, and in each instance exercising due care when passing a standing vehicle or one proceeding in the same direction. No person riding a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal in the event that any vehicle may be affected by the movement.~~

(de) ~~Notwithstanding the provisions of section 10-134 of the Costa Mesa Municipal Code, whenever a person is riding a bicycle upon a sidewalk, such person shall yield the right of way to any pedestrian, bicyclist or vehicle exiting or entering any driveway or alley. — Any person riding a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:~~

(1) When overtaking and passing another bicycle or vehicle proceeding in the same direction.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge, subject to the provisions of Section 21656 of the California Vehicle Code. For purposes of this section, a “substandard width lane” is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.

(4) When approaching a place where a right turn is authorized.

(5) When the roadway carries traffic in one direction and has two or more marked traffic lanes, then the person may ride as near the left-hand curb or edge of that roadway as practicable.

(e) No person shall ride a bicycle in a manner or at an unreasonable speed upon a roadway or sidewalk

which endangers the safety of pedestrians, the rider, other cyclists, motorists or property. Bicycle riders will ride in a manner and at speeds that are reasonable and prudent having due regard for weather, visibility, traffic conditions, and the surface and width of the roadway or sidewalk. No person should ride a bicycle upon a at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the , and in no event at a speed which endangers the safety of persons, property, or the rider.

(hf) Any person riding a bicycle upon a sidewalk shall yield the right-of-way to any pedestrian, and when overtaking and passing a pedestrian, shall give an audible signal and shall pass to the left of the pedestrian only under conditions permitting such movement in safety. For the purpose of this section, Class I Multipurpose Trails shall be considered sidewalks.

(g) A person riding a bicycle upon a roadway or Class I Multipurpose Trail has all the provisions applicable to the driver of a vehicle by this division, including, but not limited to, provisions concerning driving under the influence of alcoholic beverages or drugs, and except those provisions applicable to a driver of a vehicle which by their very nature can have no application to the rider of a bicycle.

(h) All persons riding a bicycle shall yield the right of way to all pedestrians, other cyclists, and vehicles in the following situations:

(1) When entering a roadway or sidewalk from private property; including but not limited to an alley, driveway and residential or commercial property.

(2) When entering a roadway from a sidewalk or Class I Multipurpose Trail.

(g)(i) A person operating a bicycle upon a highway shall not ride other than upon or astride a permanent and regular seat attached thereto, unless the bicycle was designed by the manufacturer to be ridden without a seat. An operator shall not allow a person riding as a passenger, and a person shall not ride as a passenger, on a bicycle upon a highway other than upon or astride a separate seat attached thereto. If the passenger is four years of age or younger, or weighs 40 pounds or less, the seat shall have adequate provision for retaining the passenger in place and for protecting the passenger from the moving parts of the bicycle. ride

(Ord. No. 73-20, § 2, 6-4-73; Ord. No. 90-8, § 2, 6-4-90)

§ 4-27 Signs.

The ~~transportation~~ Transportation services ~~Services engineer~~ Manager shall design and install appropriate signs identifying bicycle lanes and regulating bicycle traffic therein. ~~He~~ They shall also install appropriate traffic regulating signs for motor vehicles on those streets having bicycle lanes. ~~The traffic regulation signs herein provided for shall be distinctively designed and colored so as not to be confusing to the operators of either of motor vehicles or riders of bicycles.~~ The signs identifying bicycle lanes and regulating traffic thereon shall be designed and colored so as to be readily understood by children of school age.

(Ord. No. 73-20, § 2, 6-4-73)

§ 4-28 Penalties.

Violations of this chapter unless otherwise punishable under sections of the California Vehicle Code shall be deemed a misdemeanor and shall be punishable as provided for in section 1-33 of the Costa Mesa Municipal Code.

(Ord. No. 73-20, § 2, 6-4-73)

Chapter III

BICYCLE PARKING RACKS, SECURING OF BICYCLES

§ 4-32 Purpose and findings.

- (a) ~~The uncontrolled placement and tethering or securing of bicycles in public rights-of-way and semi-public rights-of-way, on or to public property, presents an inconvenience and danger to the safety and welfare of persons using such rights-of-way, including pedestrians and persons entering and leaving vehicles and buildings.~~
- (b) ~~Bicycles so located on public property as to cause an inconvenience or danger to persons using public rights-of-way and semi-public rights-of-way, and as to cause an unsightly appearance, constitute public nuisances. It shall be unlawful to place, tether, or secure a bicycle on public property so as to cause an inconvenience or danger to persons using the public right of way.~~
- (b) (Reserved)
- (c) ~~(Reserved) These factors constitute an unreasonable interference with and obstruction of the use of the public rights-of-way and semi-public rights-of-way, are injurious to health, offensive to the senses, and constitute such an obstruction of the free use of property as to interfere in the comfortable enjoyment of life and property by the entire community.~~
- (d) The governing body recognizes, however, that many residents use bicycles as a primary means of transportation as well as for recreational purposes, or as a means to visit the city, and that adequate facilities need to be in place for the safe and secure parking and storage of these bicycles. ~~These competing interests require a reasonable accommodation which can be satisfactorily achieved through this chapter, designed to provide for the placement of bicycle parking racks and to regulate the place and manner of bicycle parking on public property and in public rights-of-way and semi-public rights-of-way in the city.~~
- (e) The provisions and prohibitions hereinafter enacted are for the purpose of securing and promoting the general welfare of persons in the city in their use of public rights-of-way ~~and semi-public rights-of-way~~ and other public property through the regulation of bicycle parking in the city so as to:
 - (1) ~~(Reserved) Provide for pedestrian and driving safety and convenience;~~
 - (2) Ensure no unreasonable interference with the flow of pedestrian or vehicular traffic including ingress to, or egress from, any place of business, or from the street to the sidewalk, use of the sidewalk, use of public parks or property;
 - (3) Provide reasonable access for the use and maintenance of public sidewalks, poles, traffic signs and signals, hydrants, mailboxes, trees, and similar appurtenances, and access to locations used for public transportation purposes;
 - (4) ~~(Reserved) Reduce visual blight on the public rights-of-way and semi-public rights-of-way, protect the aesthetics and value of surrounding properties, and protect the quiet enjoyment of public areas;~~
 - (5) Reduce exposure of the city to personal injury or property damage claims and litigation;
 - (6) Protect and safeguard bicycles from vandalism, damage or theft.

(Ord. No. 12-5, § 1, 8-7-12)

§ 4-34 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

Bicycle parking rack means a rack for the storage, parking and securing of bicycles.

~~*Bicycle rack space* means the space sufficient for securing one bicycle to the bicycle parking rack.~~

~~*Bicycle* means and includes any device as defined in § 4-22, the California Vehicle Code section 39000, and includes a “motorized bicycle,” as defined in California Vehicle Code section 406, as amended.~~

(Ord. No. 12-5, § 1, 8-7-12)

§ 4-36 Prohibited acts.

- (a) No person shall park, tether or secure a bicycle upon or to any ~~sidewalks, poles,~~ traffic signs or signals, hydrants, ~~transit stops, mailboxes or in any location that interferes with the flow of pedestrian or vehicular traffic, trees, fences and similar appurtenances or on or in any public rights-of-way and semi-public rights-of-way or in any other fashion on or to anything other than a bicycle parking rack installed for that purpose, except that bicycles may be parked on private property with the consent of the property owner.~~
- (b) ~~(Reserved) Anything affixed to, or on a bicycle tethered or otherwise secured to a bicycle rack shall fit in one bicycle rack space and shall not protrude into any adjacent bicycle rack space.~~
- (c) All bicycles discovered by the city to have been tethered or secured upon or to any traffic signs or signals, hydrants, transit stops, mailboxes or in any location that interferes with the flow of pedestrian or vehicular traffic~~any sidewalks, poles, traffic signs or signals, hydrants, mailboxes, trees, fences and similar appurtenances or on or in any public rights-of-way and semi-public rights-of-way or in any other fashion on or to anything other than a bicycle parking rack installed for that purpose,~~ or abandoned or otherwise left on public streets, side-walks, public property beyond a reasonable amount of time, or on private property without the consent of the owner shall be seized and impounded by the city. The owner of such bicycles may claim them from the city by paying a fine in an amount to be established by resolution of the city council, as may be amended from time to time, for each bicycle claimed, to cover the municipal retrieval costs, and, in addition thereto, shall pay one dollar (\$1.00) per day, or an amount to be established by the city by resolution from time to time, for storage of each such bicycle. The city shall have the right to impound and retain possession of any bicycle in violation of the provisions of this chapter and may retain possession of such bicycle until the provisions of this chapter are complied with. Bicycles which remain impounded pursuant to this section for longer than a ninety-day period may be sold at auction or donated in accordance with laws governing the disposal of abandoned property generally.
- (d) In order to claim a bicycle from impound, the owner must present a bicycle registration card from an organization such as Project 529 or similar, or be able to identify the bicycle by make, color or any other fashion sufficient to identify the bicycle. The city shall not be responsible for any bicycle impounded or released to a person claiming to be the owner thereof.

(Ord. No. 12-5, § 1, 8-7-12)

§ 4-38 Bicycle parking rack locations.

For the public convenience, the city ~~, together with private contributions,~~ has placed bicycle parking racks throughout the municipality, and with emphasis on areas where bicycles have historically been parked or where a bicycle rack has been requested by the public. Interested persons may obtain a list of the locations of all city bicycle racks from the city clerk.

(Ord. No. 12-5, § 1, 8-7-12)

~~§ 4-40 Violation; penalty.~~

~~Any person who violates any of the provisions of this chapter shall be guilty of an infraction and shall, upon conviction thereof, be subject to a fine of \$10 for each violation.~~

~~(Ord. No. 12-5, § 1, 8-7-12)~~

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING CHAPTERS I THROUGH XXI INCLUSIVE OF TITLE 10 (MOTOR VEHICLES AND TRAFFIC) OF THE COSTA MESA MUNICIPAL CODE, RELATING TO DEFINITIONS, BICYCLES AND RULES OF THE ROAD

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City of Costa Mesa desires to amend the provisions of the Costa Mesa Municipal Code to impose regulations related to health, safety and welfare; and

WHEREAS, the City Council of the City of Costa Mesa hereby finds that to promote and protect the public health, safety and welfare, various pedestrian, bicycle and other transportation related provisions of the Municipal Code should be revised to be consistent with the California Vehicle Code.

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the ordinance is not a "project" and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) such that no environmental review under CEQA is required; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

Section 1. Chapters I through XXI of Title 10 (Motor Vehicles and Traffic) of Title 10 of the Costa Mesa Municipal Code are hereby amended as follows:

See attached Exhibit "A".

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

PASSED AND ADOPTED this 16th day of July, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

ATTACHMENT 2

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2024-09 was duly introduced for first reading at a regular meeting of the City Council held on the 18th day of June 2024, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 16th day of July 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 16th day of July, 2024.

BRENDA GREEN, CITY CLERK

(SEAL)

Title 10

Motor Vehicles and Traffic

Chapter I

DEFINITIONS

§ 10-1 **Applicability.**

The following words and phrases when used in this title shall for the purpose of this title have the meanings respectively ascribed to them in this chapter.

(Code 1960, § 3401.0; Ord. No. 66-35, 8-15-66)

§ 10-2 **Vehicle Code definitions to be applied to undefined words and phrases.**

Whenever any words or phrases used in this title are not defined in this chapter, but are defined in the Vehicle Code and amendments thereto, such definitions shall apply.

(Code 1960, § 3401.1; Ord. No. 66-35, 8-15-66)

§ 10-3 **“Alley” defined.**

As used in this title the term “alley” means a public unnamed roadway which does not exceed 25 feet in width between property lines.

(Code 1960, § 3401.2; Ord. No. 66-35, 8-15-66)

§ 10-4 **“Bicycle” defined.**

(a) A “bicycle” is a device upon which any person may ride, propelled by human power through a belt, chain or gears, and having either two or three wheels in tandem or tricycle arrangement.

(b) An “electric bicycle” is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts.

(1) A “class 1 electric bicycle,” or “low-speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

(2) A “class 2 electric bicycle,” or “low-speed throttle-assisted electric bicycle,” is a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

(3) A “class 3 electric bicycle,” or “speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and equipped with a speedometer.

~~As used in this title the term “bicycle” means a device propelled by human power upon which any person may ride, having two tandem wheels, either of which is more than 20 inches in diameter. The term “unicycle” means any device propelled by human power upon which any person may ride having one wheel.~~

(Code 1960, § 3401.3; Ord. No. 66-35, 8-15-66)

§ 10-5 “**Coach**” defined.

As used in this title the term “coach” means any motor bus, motor coach, trackless trolley or passenger stage used as a common carrier of passengers.

(Code 1960, § 3401.4; Ord. No. 66-35, 8-15-66)

§ 10-6 “**Curb**” defined.

As used in this title the term “curb” means the lateral boundary of the roadway, whether or not such curb is marked by curbing construction; however, the word “curb” shall not include the line dividing the roadway of a street from parking strips in the center of a street, nor from tracks or rights-of-way of public utility companies.

(Code 1960, § 3401.6; Ord. No. 66-35, 8-15-66)

§ 10-7 “**Divisional island**” defined.

As used in this title the term “divisional island” means a raised island or an area defined by painted lines located in the roadway and separating opposing or conflicting streams of traffic.

(Code 1960, § 3401.7; Ord. No. 66-35, 8-15-66)

§ 10-8 “**Holidays**” defined.

As used in this title the term “holidays” shall include:

(a) Every Sunday.

(b) January first.

(c) Third Monday of January, Martin Luther King, Jr. Day

(d) February twelfth, known as “Lincoln Day.”

(e) The third Monday in February.

(f) The last Monday in May.

(g) June 19th, Juneteenth

(h) Fourth of July.

(i) First Monday in September.

~~(j) September ninth, known as “Admission Day.”~~

(k) The second Monday in October, known as “Columbus Day.”

(l) The fourth Monday in October, November 11th or closest adjacent weekday, known as “Veterans Day.”

(m) The fourth Thursday in November and the following Friday, known as “Thanksgiving Holiday.”

(n) December twenty-fifth.

~~(o) Good Friday from 12:00 noon until 3:00 p.m.~~

~~(m) Every day on which an election is held throughout the state.~~

(n) Every day appointed by the President or governor for a public fast, thanksgiving or holiday.

(Code 1960, § 3401.8; Ord. No. 66-35, 8-15-66)

§ 10-9 **“Intersection” defined.**

As used in this title the term “intersection” means the area embraced within the prolongation of the lateral curblines, or, if none, then the lateral boundaries of the roadways of two highways which join one another at approximately right angles or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict. The prolongation of alley curbs or lateral boundary lines which intersect a publicly named street is determined to be an intersection.

(Code. 1960, §§ 3401.2, 3401.9; Ord. No. 66-35, 8-15-66)

§ 10-10 **“Loading zone” defined.**

As used in this title the term “loading zone” means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers, materials or merchandise.

(Code 1960, § 3401.10; Ord. No. 66-35, 8-15-66)

§ 10-11 **Official time standard.**

Whenever certain hours are named herein, they shall mean standard time or daylight saving time as may be in current use in the city.

(Code 1960, § 3401.11; Ord. No. 66-35, 8-15-66)

§ 10-12 **“Official traffic-control device” defined.**

As used in this title the term “official traffic-control device” means any sign, signal, marking or device not inconsistent with the Vehicle Code, placed or erected by officials having jurisdiction, for the purpose of regulating, warning or guiding traffic.

(Code 1960, § 3401.12; Ord. No. 66-35, 8-15-66)

§ 10-13 **“Official traffic-control signal” defined.**

As used in this title the term “official traffic-control signal” means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by officials having jurisdiction.

(Code 1960, § 3401.13; Ord. No. 66-35, 8-15-66)

§ 10-14 **“Park” defined.**

As used in this title the term “park” means to stand or leave standing any vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading passengers or materials.

(Code 1960, § 3401.14; Ord. No. 66-35, 8-15-66)

§ 10-15 **“Parkway” defined.**

As used in this title the term “parkway” means that portion of a street or road right-of-way other than a roadway or sidewalk.

(Code 1960, § 3401.15; Ord. No. 66-35, 8-15-66)

§ 10-16 **“Parking meter” defined.**

As used in this title the term “parking meter” means a mechanical device installed within or upon the curb or sidewalk area, immediately adjacent to a parking space, for the purpose of controlling the period of time of occupancy of such parking meter space by any vehicle.

(Code 1960, § 3401.16; Ord. No. 66-35, 8-15-66)

§ 10-17 **“Passenger loading zone” defined.**

As used in this title the term “passenger loading zone” means the space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

(Code 1960, § 3401.17; Ord. No. 66-35, 8-15-66)

§ 10-18 **“Pedestrian” defined.**

As used in this title the term “pedestrian” means any person afoot or in a wheelchair.

(Code 1960, § 3401.18; Ord. No. 66-35, 8-15-66)

§ 10-19 **“Police officer” defined.**

As used in this title the term “police officer” means any officer of the police department of the city or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

(Code 1960, § 3401.20; Ord. No. 66-35, 8-15-66)

§ 10-20 **“Road right-of-way” defined.**

As used in this title the term “road right-of-way” means the entire right-of-way that has been dedicated to a public agency for street and highway purposes.

(Code 1960, § 3401.21; Ord. No. 66-35, 8-15-66)

§ 10-21 **“Stop” defined.**

As used in this title the term “stop,” when required, means complete cessation of movement.

(Code 1960, § 3401.22; Ord. No. 66-35, 8-15-66)

§ 10-22 **“Stop or stand” defined.**

As used in this title the term “stop or stand,” when prohibited, means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.

(Code 1960, § 3401.23; Ord. No. 66-35, 8-15-66)

§ 10-23 **“Street” defined.**

As used in this title the term “street” means a way or place, of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. The travel way must be clearly defined by existing curbing or some acceptable form of lateral boundaries before the city will accept the road, by resolution, into the city street system.

(Code 1960, § 3401.24; Ord. No. 66-35, 8-15-66)

§ 10-24 **“Vehicle code” defined.**

As used in this title the term “vehicle code” means the Vehicle Code of the State of California.

(Code 1960, § 3401.25; Ord. No. 66-35, 8-15-66)

§ 10-25 “Yield” defined.

As used in this title the term “yield,” when required, means that the vehicle approaching the yield sign shall yield the right-of-way and stop, if necessary, in order to allow cross traffic to safely pass the intersection.

(Code 1960, § 340.126; Ord. No. 66-35, 8-15-66)

Chapter II TRAFFIC ADMINISTRATION

§ 10-37 Traffic division established.

There is hereby established in the police department a traffic division to be under the control of an officer of the police department appointed by and directly responsible to the chief of police.

(Code 1960, § 3402.0; Ord. No. 66-35, 8-15-66)

§ 10-38 Duties of traffic division generally.

It shall be the duty of the traffic division, with such aid as may be rendered by other members of the police department, to enforce the street traffic regulations of the city and all of the state vehicle laws applicable to street traffic in the city, to make arrests for traffic violations, to investigate traffic ~~accident~~collisions and to cooperate with the city transportation services ~~engineer-manager~~ and other officers of the city in the administration of the traffic laws and in developing ways and means to improve traffic conditions, and to carry out those duties specially imposed upon the traffic division by this title.

(Code 1960, § 3402.1; Ord. No. 66-35, 8-15-66)

§ 10-39 Traffic ~~accident~~collision studies.

Whenever the ~~accident~~collisions at any particular location become numerous, the traffic division shall cooperate with the transportation services ~~engineer-manager~~ in conducting studies of such ~~accident~~collisions and determining remedial measures.

(Code 1960, § 3402.2; Ord. No. 66-35, 8-15-66)

§ 10-40 Traffic ~~accident~~collision reports.

The records bureau of the police department shall maintain a suitable system of filing traffic ~~accident~~collision reports. ~~Accident reports or cards referring to them shall be filed alphabetically by location.~~ Such reports shall be available for the use and information of the transportation services ~~engineer~~manager.

(Code 1960, § 3402.3; Ord. No. 66-35, 8-15-66)

§ 10-41 Annual traffic report.

The traffic division shall annually prepare a traffic report which shall be filed with the city council. Such report shall contain information on traffic matters in the city as follows:

- (a) The number of traffic ~~accident~~collisions, the number of persons killed, the number of persons injured and other pertinent traffic ~~accident~~collision data.
- (b) The number of traffic ~~accident~~collisions investigated and other pertinent data on the safety activities of the police.
- (c) The plans and recommendations of the traffic division for future traffic safety activities.

(Code 1960, § 3402.4; Ord. No. 66-35, 8-15-66)

§ 10-42 Transportation services engineermanager.

There is hereby established the office of city transportation services engineer-manager who shall be appointed by the city manager and whose duties and powers shall be as set forth in this title. The transportation services engineer-manager shall also be known as ~~the transportation services manager and~~ city transportation services engineermanager.

(Code 1960, § 3402.5; Ord. No. 66-35, 8-15-66; Ord. No. 93-17, § 1, 11-1-93)

§ 10-43 Powers and duties of city transportation services engineermanager.

In addition to the powers and duties set forth in this title, it shall be the general duty of the transportation services engineer-manager to determine the installation and proper timing and maintenance of traffic-control devices and signals, to conduct engineering analysis of traffic ~~accident~~ collisions and to devise remedial measures, to conduct engineering and traffic investigations of traffic conditions and to cooperate with other city officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by this title. ~~He~~They shall report monthly to the city council all action taken by ~~him~~them which will affect the motoring and pedestrian public. Whenever, by the provisions of this title, a power is granted to the transportation services engineer-manager or a duty imposed upon ~~him~~them, the power may be exercised or the duty performed by ~~his~~ deputy or by a person authorized in writing by himthem.

(Code 1960, § 3402.6; Ord. No. 66-35, 8-15-66; Ord. No. 93-17, § 2, 11-1-93)

§ 10-45 Additional duties of the transportation services engineermanager.

The duties of the transportation services engineer-manager shall be as follows:

- (a) Follow review established by city council on the exercise of authority to install or change traffic control devices.
- (b) Advise the planning commission for appeals on the requests of the public to install or change those traffic control devices that fall under the authority of the transportation services engineermanager.
- (c) Advise the city council concerning proposals for new traffic ordinances or changes in traffic control devices for which the city council retains authority.
- (d) Advise the planning commission and city council regarding proposed amendments to the transportation element of the general plan.
- (e) Advise the city council regarding short-term and long-range plans to improve the transportation systems of the city.
- (f) Advise the city council regarding studies or proposals for actions which may significantly change transportation facilities or conditions within the city.
- (g) Advise the planning commission and city council regarding the adequacy of environmental impact reports and circulation mitigation measures for private or public projects which may affect transportation.
- (h) Advise the police department traffic bureau of locations recommended for increased enforcement of specific or general traffic laws, based on public input.

(Code 1960, § 3402.8; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87; Ord. No. 88-12, § 2, 9-19-88)

§ 10-46 **Coordination and appeals: Planning commission and transportation services engineer-manager.**

- (a) The transportation services engineer-manager may request that action be taken by the planning commission at a public hearing on any matter in this title wherein the transportation services engineer-manager is granted exclusive jurisdiction.
- (b) Appeals may be taken from the decisions of the transportation services engineer-manager pursuant to Title 2 of this Code on the following matters to the planning commission:
 - (1) Installation or removal of audible pedestrian signals.
 - (2) Implementation of master plan of bikeways.
 - (3) Bus shelter advertising.
 - (4) Implementation of city-wide traffic impact fees.
 - (5) Implementation of congestion management program and transportation demand management program.
 - (6) Intersection improvements.
 - (7) Parking restrictions and permits.
 - (8) Pedestrian access.
 - (9) Signal installations or removals.
 - (10) Speed bumps.
 - (11) Stop sign installation or removals.
 - (12) Street closures.
 - (13) Vehicle parking district.
- (c) The transportation services engineer's-manager's decisions on the matters set forth in subsection (b) shall be final unless appealed to the planning commission.

(Code 1960, § 3402.9; Ord. No. 66-35, 8-15-66; Ord. No. 88-12, § 2, 9-19-88; Ord. No. 93-17, § 5, 11-1-93)

§ 10-48 **Guide signs; transportation.**

It shall be the duty of the transportation services engineer-manager to establish a system of guide signs within the city and to approve or disapprove applications and requests for guide signs, upon payment of an application fee set by resolution of city council, subject to the right of the applicant for such sign to appeal to the planning commission. All guide signs shall conform to the "Standards for Guide Signs" in the city, as established by resolution of city council, which is hereby incorporated herein by this reference.

(Ord. No. 83-25, § 2, 11-21-83; Ord. No. 87-26, § 2, 12-7-87; Ord. No. 88-12, § 2, 9-19-88; Ord. No. 93-17, § 7, 11-1-93)

ENFORCEMENT AND OBEDIENCE TO REGULATIONS

§ 10-59 Authority of police and fire department officers.

Officers of the police department and such officers as are assigned by the chief of police are hereby authorized to direct all traffic by voice, hand, audible or other signal in conformance with traffic laws, except that in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department, firemen and flagmen on construction or maintenance projects may direct traffic as conditions may require, notwithstanding the provisions to the contrary contained in this title or in the vehicle code.

(Code 1960, § 3403.0; Ord. No. 66-35, 8-15-66)

§ 10-60 Persons other than officers shall not direct traffic.

No person other than an officer of the police department or member of the fire department or a person authorized by the chief of police or a person authorized by law shall direct or attempt to direct traffic by voice, hand or audible signal, except that persons may operate, when and as herein provided, any mechanical push-button signal erected by order of the transportation services ~~engineer~~manager.

(Code 1960, § 3403.1; Ord. No. 66-35, 8-15-66)

§ 10-61 ~~(Reserved)~~ Fairview State Hospital enforcement.

~~The police department will be charged with the enforcement of city traffic regulations and all the sections of the vehicle code upon such streets and roads of Fairview State Hospital as are located within the city.~~

(Code 1960, § 3418.0; Ord. No. 66-35, 8-15-66; Ord. No. 69-16, 7-14-69)

§ 10-62 Obedience to police or authorized officers.

No person shall fail or refuse to comply with or perform any act forbidden by any lawful order, signal or direction of a traffic or police officer, or member of the fire department, or a person authorized by the chief of police or by law.

(Code 1960, § 3403.2; Ord. No. 66-35, 8-15-66)

§ 10-63 Required obedience to traffic regulations.

It shall be a misdemeanor for any person driving any vehicle or other conveyance upon any street or for any pedestrian to do any act forbidden or fail to perform any act required as applicable to any such person under this title.

(Code 1960, § 3403.3; Ord. No. 66-35, 8-15-66)

§ 10-64 Traffic regulations apply to persons riding bicycles or animals.

Every person riding a bicycle ~~as defined in § 10-4 or riding or driving an animal upon a highway upon highway~~ shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle under this title and as outlined for individuals riding a bicycle in § 4-26, except those provisions which by their very nature can have no application.

(Code 1960, § 3403.4; Ord. No. 66-35, 8-15-66)

§ 10-66 Public employees to obey traffic regulations.

The provisions of this title shall apply to the operator of any vehicle owned by or used in the service of the United States Government, this state, any county or city, and it is unlawful for any such operator to violate any of the provisions of this title except as otherwise permitted in this title or by the vehicle code.

(Code 1960, § 3403.6; Ord. No. 66-35, 8-15-66)

§ 10-67 Exemption of certain vehicles.

- (a) The provisions of this title regulating the operation, parking and standing of vehicles shall not apply to vehicles operated by the police or fire department, any public ambulance or any public utility vehicle or any private ambulance, which public utility vehicle or private ambulance has qualified as an authorized emergency vehicle, when any such vehicle is operated in the manner specified by the vehicle code in response to an emergency call.
- (b) The foregoing exemptions shall not, however, relieve the operator of any such vehicle from the obligation to exercise due care for the safety of others or the consequence of his willful disregard of the safety of others.
- (c) The provisions of this title regulating the parking or standing of vehicles shall not apply to any vehicle of a city department or public utility while necessarily in use for construction or repair work, or any authorized police vehicle when on official police business other than of an emergency nature, or any vehicle owned or operated by the United States Post Office Department while in use for the collection, transportation or delivery of United States mail.

(Code 1960, § 3403; Ord. No. 66-35, 8-15-66)

§ 10-68 Report of damage to certain property.

- (a) The operator of a vehicle or the person in charge of any animal involved in any ~~accident~~collision resulting in damage to any property publicly owned or owned by a public utility, including but not limited to any fire hydrant, parking meter, lighting post, telephone pole or electric light or power pole, or resulting in damage to any tree, traffic-control device or other property of a like nature located in or along any street shall, without unnecessary delay, notify the police department wherein the collision occurred.
- (b) Every such report shall state the time when and the place where the ~~accident~~collision took place, the name and address of the person owning and of the person operating or in charge of such vehicle or animal, the license number of every such vehicle and shall briefly describe the property damage in such ~~accident~~collision.
- (c) The operator of any vehicle involved in an ~~accident~~collision shall not be subject to the requirements of this section if following the ~~accident~~collision he is physically incapable of making a report, but in such event he shall make a report as required in subsection (a) without unnecessary delay after regaining the ability to make such report.

(Code 1960, § 3403.8; Ord. No. 66-35, 8-15-66)

§ 10-69 When vehicles may be removed from streets.

- (a) Any regularly employed or salaried police ~~officer or police cadet of the police~~-department personnel may remove or cause to be removed any vehicle which:
 - (1) Has been parked or left standing upon a street or highway in violation of any of the provisions of section 10-185.
 - (2) Is parked or left standing upon a street or highway when such parking or standing is prohibited by ordinance or resolution of this city and signs are posted giving notice of such removal.
 - (3) Is parked or left standing upon a street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, sweeping, repair or construction of the street or highway, or for the

installation of underground utilities, or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic, or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such vehicle would prohibit or interfere with such use or movement; provided that signs giving notice that such vehicle may be removed are erected or placed at least 24 hours prior to the removal.

- (4) If parked or left standing in violation of California Vehicle Code section 22651.
- (b) (Reserved)
- (c) After any vehicle has been removed summarily as provided in paragraph (a) above, the vehicle's registered and legal owners of record shall be given the opportunity for a post-removal hearing to determine the validity of the storage in accordance with California Vehicle Code section 22852.
- (d) The procedures for hearings under this section shall be established by the chief of police and the hearings held by ~~him~~the chief, or any police officer designated by ~~him~~them who did not direct the storage.
- (e) The disposition of any stored vehicle shall be in accordance with California Vehicle Code sections 22704 through 22707, 22850 and 22851.

(Code 1960, § 3403.9; Ord. No. 66-35, 8-15-66; Ord. No. 80-13, § 1, 8-18-80; Ord. No. 02-15, §§ 3—5, 8-5-02)

Chapter IV TRAFFIC-CONTROL DEVICES

§ 10-81 **Authority to install.**

- (a) The transportation services ~~engineer-manager~~ shall have the power and duty to place and maintain or cause to be placed and maintained official traffic-control devices when and as required to make effective the provisions of this title.
- (b) Whenever the vehicle code requires, for the effectiveness of any provision thereof, that traffic-control devices be installed to give notice to the public of the application of such law, the transportation services ~~engineer-manager~~ is hereby authorized to install or cause to be installed the necessary devices subject to any limitations or restrictions set forth in the law applicable thereto.
- (c) The transportation services ~~engineer-manager~~ may also place and maintain or cause to be placed and maintained such additional traffic-control devices as he may deem necessary or proper to regulate traffic or to guide or warn traffic, but he shall make such determination only upon the basis of traffic engineering principles and traffic investigations and in accordance with such standards, limitations and rules as may be set forth in this title, or as may be determined by ordinance or resolution of the city council.

(Code 1960, § 3404.0; Ord. No. 66-35, 8-15-66)

§ 10-82 **Signs required for enforcement purposes.**

No provision of the vehicle code or of this title for which signs are required shall be enforced against an alleged violator unless appropriate legible signs are in place giving notice of such provisions of the traffic laws.

(Code 1960, § 3404.1; Ord. No. 66-35, 8-15-66)

§ 10-83 Obedience to devices.

The operator of any vehicle or train, or any pedestrian, shall obey the instructions of any official traffic control device placed in accordance with this title, unless otherwise directed by a police officer or other authorized person subject to the exceptions granted the operator of an authorized emergency vehicle when responding to emergency calls.

(Code 1960, § 3404.2; Ord. No. 66-35, 8-15-66)

§ 10-84 Existing devices approved.

Until removed or relocated as provided in this title, all traffic-control devices heretofore installed and in place as of the effective date of this title are hereby approved.

(Code 1960, § 3404.3; Ord. No. 66-35, 8-15-66)

§ 10-85 Installation of signals.

- (a) The transportation services ~~engineer-manager~~ is hereby directed to propose funding for construction of and to maintain traffic signals at those intersections and other places where traffic conditions are such as to benefit from alternate interruption and release of traffic flow in order to prevent or relieve traffic congestion or to protect life or property ~~from exceptional hazards~~.
- (b) The transportation services ~~engineer-manager~~ shall ascertain and determine the locations where such signals are required by field investigation, traffic counts and other traffic information as may be pertinent, and ~~his~~their determinations therefrom shall be made in accordance with those traffic engineering and safety standards set forth in the California ~~State Planning Manual on Uniform Traffic Control Devices (Part 8, Traffic)~~ issued by the ~~Division of Highways~~Department of Transportation of the State ~~of California~~Division of Public Works.
- (c) Whenever the transportation services ~~engineer-manager~~ installs and maintains an official traffic signal at any intersection, ~~he~~they shall likewise erect and maintain at such intersection street name signs visible to the principal flow of traffic, unless such street name signs have been previously placed and are maintained at any such intersection.
- (d) For the purpose of this section, an official traffic signal is any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.

(Code 1960, § 3404.4; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-86 Lane marking.

The transportation services ~~engineer-manager~~ is hereby authorized to mark center lines and lane lines upon the surface of the roadway to indicate the course to be traveled by vehicles and may place signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the highway.

(Code 1960, § 3404.5; Ord. No. 66-35, 8-15-66)

§ 10-87 Distinctive roadway markings.

The transportation services ~~engineer-manager~~ is authorized to place and maintain distinctive roadway markings as described in the vehicle code on those streets and parts of streets where the volume of traffic or the vertical or other curvature of the roadway renders it hazardous to drive on the left side of such marking or signs and markings. Such marking or signs and markings shall have the same effect as similar markings placed by the state department of public works pursuant to the provisions of the vehicle code.

(Code 1960, § 3404.6; Ord. No. 66-35, 8-15-66)

§ 10-88 Authority to remove, relocate and discontinue devices.

The transportation services ~~engineer-manager~~ is hereby authorized to remove, relocate or discontinue the operation of any traffic-control device not specifically required by the vehicle code or this title, whenever ~~he~~ they shall determine in any particular case that the conditions which warranted or required the installation no longer exist or remain.

(Code 1960, § 3404.7; Ord. No. 66-35, 8-15-66)

§ 10-89 Hours of operation.

The transportation services ~~engineer-manager~~ shall determine the hours and days during which any traffic-control device shall be in operation or in effect, except in those cases where such hours or days are specified in this title.

(Code 1960, § 3404.8; Ord. No. 66-35, 8-15-66)

§ 10-90 Unauthorized painting of curbs.

No person, unless authorized by the city, shall paint any street or curb surface; provided, however, that this section shall not apply to the painting of numbers on a curb surface by any person who has complied with the provisions of any resolution or ordinance of the city pertaining thereto.

(Code 1960, § 3404.9; Ord. No. 66-35, 8-15-66)

Chapter V TURNING MOVEMENTS

§ 10-102 Authority to place and obedience to turning markers.

- (a) The city transportation services ~~engineer-manager~~ is authorized to place markers, buttons, barriers or signs within or adjacent to intersections, indicating the course to be traveled by vehicles turning at such intersections, and the city transportation services ~~engineer-manager~~ is authorized to locate and indicate more than one lane of traffic from which drivers of vehicles may make right or left turns, and the course to be traveled as so indicated may conform to or be other than as prescribed by law or ordinance.
- (b) When authorized markers, buttons, barriers or other indications are placed within an intersection or the approach to an intersection indicating the course to be traveled by vehicles turning thereat, no driver of a vehicle shall disobey the directions of such indications.

(Code 1960, § 3405.0; Ord. No. 66-35, 8-15-66)

§ 10-103 Authority to place restricted turn signs.

The city transportation services ~~engineer-manager~~ is hereby authorized to determine those intersections at which drivers of vehicles shall not make a right, left or U-turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted.

(Code 1960, § 3405.1; Ord. No. 66-35, 8-15-66)

§ 10-104 Obedience to no-turn signs.

Whenever authorized signs are erected indicating that no right, left or U-turn is permitted, no driver of a vehicle shall disobey the directions of any such sign.

(Code 1960, § 3405.2; Ord. No. 66-35, 8-15-66)

§ 10-105 Signal-controlled intersections; right turns.

- (a) No driver of a vehicle shall make a right turn against a red or stop signal at any intersection which is signposted giving notice of such restrictions as provided in subsection (b).
- (b) The city transportation services ~~engineer-manager~~ shall post appropriate signs giving effect to this section where ~~he~~ determines that the making of right turns against a traffic signal stop indication would seriously interfere with the safe and orderly flow of traffic.

(Code 1960, § 3405.3; Ord. No. 66-35, 8-15-66)

Chapter VI ONE-WAY STREETS AND ALLEYS

§ 10-117 To be signed.

- (a) Whenever any ordinance or resolution of the city designates any one-way street or alley, the city transportation services ~~engineer-manager~~ shall place and maintain signs giving notice thereof, and no such regulations shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.
- (b) Whenever authorized signs are erected indicating the direction of lawful traffic movement, no driver of a vehicle shall disobey the direction of any such sign.

(Code 1960, § 3406.0; Ord. No. 66-35, 8-15-66)

~~**§ 10-118 One-way streets designated.**~~

~~In accordance with section 10-117, and when properly signposted, traffic shall move only in the direction indicated upon the following streets:~~

~~Pearmain Way between Magnolia to 18th Street, northerly;~~

~~Irvine Avenue from the northerly limits of the city boundaries to a point 333 feet south of East 17th Street, southerly;~~

~~The southerly 183 feet of the alley westerly of Lot 12 of Tract No. 325 measured from the northerly line of 19th Street, 80 feet wide, northbound;~~

~~That portion of the alley lying at the northerly line of Tract No. 3615 running between Harbor Boulevard and Deodar Avenue, westbound;~~

~~That portion of the alley running southwesterly from Broadway and lying between Newport Boulevard and Fullerton Street, for a distance of 80 feet from the southerly line of Broadway, southbound.~~

~~That portion of the alley located westerly of Deodar Avenue running northerly between Baker Street and Nutmeg Place.~~

~~(Code 1960, § 3416.3; Ord. No. 66-35, 8-15-66; Ord. No. 73-14, § 1, 5-7-73)~~

Chapter VII

SPECIAL STOPS REQUIRED

§ 10-131 City transportation services ~~engineer~~manager to erect stop signs.

- (a) The transportation services ~~engineer~~manager is hereby authorized to erect and maintain stop signs where an intersection approach meets city stop signs warrants, or when such intersection approach does not meet city stop sign warrants, but is necessary for safety reasons. Every such sign shall conform with and shall be placed as provided in the vehicle code, and no such stop sign regulation shall be in effect until such signs are in place.
- (b) Whenever authorized stop signs are erected no driver of a vehicle shall disobey the instructions of any such signs.

(Code 1960, § 3407.0; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-134 Emerging from alley, driveway or building.

Notwithstanding the provisions of section 4-26(e) of the Costa Mesa Municipal Code, the driver of a vehicle emerging from an alley, driveway or building shall stop such vehicle immediately prior to driving onto a sidewalk or into the sidewalk area extending across any alleyway or driveway.

(Code 1960, § 3407.2; Ord. No. 66-35, 8-15-66; Ord. No. 90-8, § 2, 6-4-90)

§ 10-135 Erection of yield signs.

The transportation services ~~engineer~~manager is hereby authorized to erect and main YIELD signs at any intersection or portion of an intersection and to designate such intersection as a YIELD intersection, and no such right of-way assignment shall be effective until such signs are in place.

(Code 1960, § 3407.3; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

Chapter VIII MISCELLANEOUS DRIVING RULES

§ 10-147 Driving through a parade or funeral procession.

- (a) No operator of any vehicle shall drive between the vehicles comprising a parade.
- (b) No operator of any vehicle shall drive between the vehicles comprising a funeral procession, provided that such vehicles are conspicuously so designated, and operating not more than 50 feet apart with lighted headlamps.
- (c) Exceptions: This section shall not apply to authorized emergency vehicles.
- (d) The directing of all vehicles and traffic on any street over which such funeral procession or parade wishes to pass shall be subject to the orders of the police department.

(Code 1960, § 3408.0; Ord. No. 66-35, 8-15-66)

§ 10-148 Clinging to moving vehicles.

No person shall attach ~~himself~~themselves with ~~his~~their hands, or catch on, or hold onto with ~~his~~their hands or by any other means, to any moving vehicle or train for the purpose of receiving motive power therefrom, except those persons required to do so by the nature of their work.

(Code 1960, § 3408.1; Ord. No. 66-35, 8-15-66)

§ 10-149 Commercial vehicles using private driveways.

No person shall operate or drive a commercial vehicle in or on or across any private driveway approach or

sidewalk area or the driveway itself without the consent of the owner or occupant of the property, if a sign or markings are in place indicating that the use of such driveway is prohibited. For the purpose of this section a commercial vehicle shall mean a vehicle having a rated capacity in excess of one-half (½) ton.

(Code 1960, § 3408.2; Ord. No. 66-35, 8-15-66)

§ 10-150 ~~Riding or d~~**Driving on sidewalk.**

No person shall ~~ride,~~ drive, propel or cause to be propelled any vehicle or animal across or upon any sidewalk, except over permanently constructed driveways and except when it is necessary for any temporary purpose to drive a loaded vehicle across a sidewalk; provided further, that the sidewalk area shall be substantially protected by wooden planks two inches thick, and a permit shall have been previously obtained from the transportation services engineermanager. Such wooden planks shall not be permitted to remain upon the sidewalk area during the hours from 6:00 p.m. to 6:00 a.m.

(Code 1960, § 3408.3; Ord. No. 66-35, 8-15-66)

§ 10-151 **New pavement and markings.**

No person shall ride or drive any animal or any vehicle over or across any newly made pavement, freshly painted marking or freshly oiled roadway in any street when a barrier, sign, cone marker or other warning device is in place warning persons not to drive over or across such pavement, marking or roadway, or when any such device is in place indicating that the street or any portion thereof is closed.

(Code 1960, § 3408.4; Ord. No. 66-35, 8-15-66)

§ 10-152 **Limited access.**

No person shall drive a vehicle onto or from any limited-access roadway except at such entrances and exits as are lawfully established.

(Code 1960, § 3408.5; Ord. No. 66-35, 8-15-66)

§ 10-153 ~~(Reserved) Restrictions on use of freeways.~~

~~No person shall drive or operate any bicycle, motor-driven cycle or any nonmotorized vehicle which is not drawn by a motor vehicle upon any street established as a freeway, as defined by state law, nor shall any pedestrian walk across or along any such street so designated and described, except in space set aside for the use of pedestrians, provided official signs are in place giving notice of such restrictions.~~

~~(Code 1960, § 3408.6; Ord. No. 66-35, 8-15-66)~~

§ 10-154 **Obedience to barriers and signs.**

No person, public utility or department of the city, except the fire or police department, shall erect or place any barrier or sign on any street unless a type approved by the transportation services engineermanager, or disobey the instructions, remove, tamper with or destroy any barrier or sign lawfully placed on any street by any person, public utility or by any department of the city. No person, public utility or department of the city, except the fire and police departments, shall close a roadway to through traffic or reduce the number of through traffic lanes without first obtaining the approval of the transportation services engineermanager.

(Code 1960, § 3408.7; Ord. No. 66-35, 8-15-66)

§ 10-155 **Obstructing intersections.**

No operator of any vehicle shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle ~~they are~~he is operating without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic-control signal indication to proceed.

(Code 1960, § 3408.8; Ord. No. 66-35, 8-15-66)

§ 10-156 Overtaking and Passing of a Person Riding a Bicycle

- (a) The driver of a motor vehicle overtaking and passing a bicycle that is proceeding in the same direction on a highway shall pass in compliance with the requirements of the California Vehicle Code applicable to overtaking and passing a vehicle, and shall do so at a safe distance that does not interfere with the safe operation of the overtaken bicycle, having due regard for the size and speed of the motor vehicle and the bicycle, traffic conditions, weather, visibility, and the surface and width of the highway.
- (b) A driver of a motor vehicle shall not overtake or pass a bicycle proceeding in the same direction on a roadway at a distance of less than three feet between any part of the motor vehicle and any part of the bicycle or its operator. The driver of a motor vehicle overtaking or passing a bicycle that is proceeding in the same direction and in the same lane of travel shall, if another lane of traffic proceeding in the same direction is available, make a lane change into another available lane with due regard for safety and traffic conditions, if practicable and not prohibited by law, before overtaking or passing the bicycle.
- (c) If the driver of a motor vehicle is unable to comply with subdivision (b), due to traffic or roadway conditions, the driver shall slow to a speed that is reasonable and prudent, and may pass only when doing so would not endanger the safety of the rider of the bicycle, taking into account the size and speed of the motor vehicle and bicycle, traffic conditions, weather, visibility, and surface and width of the highway.

Chapter IX PEDESTRIANS' REGULATIONS

§ 10-167 Transportation services ~~engineer-manager~~ to establish marked crosswalks.

The transportation services ~~engineer-manager~~ shall establish, designate and maintain crosswalks at intersections and other places by appropriate devices, marks or lines upon the surface of the roadway as follows:

- (a) Crosswalks shall be established and maintained at all locations where the transportation services ~~engineer-manager~~ determines that there is particular hazard to pedestrians crossing the roadway, subject to the limitations contained in subsection (b).
- (b) Other than crosswalks at intersections, no crosswalk shall be established in any block which is less than 400 feet in length and such crosswalk shall be located as nearly as practicable at mid-block.
- (c) The transportation services ~~engineer-manager~~ may place signs at or adjacent to an intersection in respect to any crosswalk directing that pedestrians shall cross in the crosswalk so indicated. Whenever authorized signs are erected prohibiting the use of certain crosswalks, no pedestrians shall disobey the directions of any such sign.

(Code 1960, § 3409.0; Ord. No. 66-35, 8-15-66)

§ 10-168 When pedestrians must use crosswalks.

~~Where crosswalks have been established, no person shall cross a roadway other than by such crosswalks.~~

(a) Between adjacent intersections controlled by traffic control signal devices or by police officers, pedestrians shall not cross the roadway at any place except in a crosswalk.

(1) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, shall not stop a pedestrian for a violation of subdivision (a) unless a reasonably careful person would realize there is an immediate danger of a collision with a moving vehicle or other device moving exclusively

by human power.

(2) This subdivision does not relieve a pedestrian from the duty of using due care for their safety.

(3) This subdivision does not relieve a driver of a vehicle from the duty of exercising due care for the safety of any pedestrian within the roadway.

(Code 1960, § 3409.1; Ord. No. 66-35, 8-15-66)

§ 10-169 Standing, sitting or occupying center medians prohibited.

- (a) No person shall stand or sit upon, or otherwise occupy a center median for any purpose other than to do so temporarily while lawfully crossing any roadway. For purposes of this section, “center median” shall mean and refer to that portion of a highway, not less than two feet in width, which is painted or raised, and which separates the roadway for traffic in opposite directions.
- (b) It is unlawful for any person to violate any provision, or fail to comply with any of the requirements of this section. Any person violating any provision of this section or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable as set forth in section 1-33 of this Code.
- (c) A violation of any of the provisions of this section shall constitute a public nuisance and may be abated by the city attorney through civil process by means of a restraining order, preliminary or permanent injunction, or any other manner provided by law for the abatement of such nuisance.

(Ord. No. 95-3, § 2, 3-20-95)

Chapter X STOPPING, STANDING AND PARKING GENERALLY

§ 10-181 Application of regulations.

- (a) The provisions of this title prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.
- (b) The provisions of this title imposing a time limit on standing or parking shall not relieve any person from the duty to observe other and more restrictive provisions of the vehicle code or the ordinances of this city prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

(Code 1960, § 3410.0; Ord. No. 66-35, 8-15-66)

§ 10-182 Stopping or standing in parkways prohibited.

No person shall stop, stand or park a vehicle within any parkway.

(Code 1960, § 3410.1; Ord. No. 66-35, 8-15-66)

§ 10-183 Transportation services ~~engineer-manager~~ to maintain no stopping zones and no parking areas.

The transportation services ~~engineer-manager~~ is hereby authorized to establish and maintain, by appropriate signs or by paint upon the curb surface, all no stopping zones, no parking areas, and restricted parking areas, as defined and described in this title. When said curb markings or signs are in place, no operator of any vehicle shall stop, stand or park a vehicle adjacent to any such legible curb marking or sign in violation of

any of the provisions of this title.

(Code 1960, § 3402.2; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-184 No parking areas.

No operator of any vehicle shall stop, stand, park or leave standing such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or other authorized officer, or traffic sign or signal:

- (a) Within any divisional island unless authorized and clearly indicated with appropriate signs or markings.
- (b) On either side of any street between the projected property lines of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (c) In any area where the transportation services ~~engineer-manager~~ determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (d) In any area established by resolution of the city council as a no parking area, when such area is indicated by appropriate signs or by red paint upon the curb surface.
- (e) Upon, along or across any railroad track in such manner as to hinder, delay or obstruct the movement of any railroad car traveling upon such track.
- (f) In any area where the parking or stopping of any vehicle would constitute a traffic hazard or would endanger life or property.
- (g) On any street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, repair or construction of the street or highway, or the installation of underground utilities, or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic, or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such vehicle would prohibit or interfere with such use or movement; provided that signs giving notice of no parking are erected or placed at least 24 hours prior to the effective time of such no parking.
- (h) At any place within 20 feet of a point on the curb immediately opposite the midblock end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface.
- (i) ~~Within 20 feet of the vehicle approach side of any marked or unmarked crosswalk or within 15 feet of any crosswalk where a curb extension is present. At any place within 20 feet on the approach side and 10 feet on the backside of a crosswalk at an intersection in any business district when such place is indicated by appropriate signs or by red paint upon the curb surface except that a bus may stop at a designated bus stop.~~
- ~~(j) Within 20 feet of the approach to any traffic signal, boulevard stop sign, yield sign or official electric flashing device, when such place is indicated by appropriate signs or by red paint upon the curb surface.~~

(Code 1960, § 3410.3; Ord. No. 66-35, 8-15-66)

§ 10-185 Use of streets for parking and/or storage of certain vehicles prohibited.

- (a) Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“*Chief of police*” means the Chief of Police of the City of Costa Mesa, or ~~his~~their designee.

“*Commercial vehicle*” shall mean any vehicle having more than two axles, or any single commercial vehicle or combination of said vehicles which exceed 20 feet in length, any single commercial vehicle or combination of said vehicles 84 inches or more in width, or any single commercial vehicle or combination of said vehicles having a manufacturer’s gross vehicle weight rating of 10,000 pounds or more. A Commercial Vehicle includes a truck tractor, but does not include a large motor vehicle or nonmotorized vehicle as defined herein or a pick-up truck without a camper or sports utility vehicle.

“*Large motor vehicle*” shall mean any house car, pick-up truck with camper, recreational vehicle or other vehicle that measures more than 22 feet in length or is both more than 84 inches in width and more than 84 inches in height. The term “large motor vehicle” does not include a commercial vehicle as defined herein, a pick-up truck without a camper or sports utility vehicle.

“*Nonmotorized vehicle*” shall mean any trailer or any other device that is not self-propelled.

“*Motor vehicle*” shall mean a passenger vehicle, pick-up truck without a camper, sports utility vehicle, motorcycle and motor-driven cycle but shall not include a house car.

“*Residential district*” shall mean any area within the city which is zoned R1, R2-MD, R2-HD, R3, and those portions of planned community districts and specific plan districts which are specified for residential uses.

- (b) *Measurements.* To determine the width or length of the vehicles defined in this section, any extension to the vehicle caused by mirrors, air conditioners, or similar attachments shall not be included.
- (c) No person who owns or has possession, custody, or control of any motor vehicle shall park, or leave standing, such a motor vehicle upon any public street, highway or alley for more than a period of 72 consecutive hours.
- (d) No person shall, at any time, park or leave standing any large motor vehicle or nonmotorized vehicle on any public street, highway or alley except:
 - (1) In residential districts, large motor vehicles or, nonmotorized vehicles attached to a motor vehicle or large motor vehicle, parked adjacent to the owner’s residence are allowed for the purposes of loading, unloading, cleaning, battery-charging, or other activity preparatory or incidental to travel for a period of time not to exceed 48 consecutive hours.
 - (2) In residential districts, large motor vehicles or, nonmotorized vehicles attached to a motor vehicle, parked adjacent to the owner’s residence may be allowed for up to an additional 24 consecutive hours, but no more than a total of 72 consecutive hours, provided an extension has been granted by the chief of police. The chief of police shall establish general standards for an extension provided for by this section.
 - (3) Any large motor vehicle, or nonmotorized vehicle which is attached to a motor vehicle or large motor vehicle that is parked on a public street pursuant to either subsections (1) or (2) hereinabove shall, at the end of the permitted period of time, whether 48 or 72 hours, be removed from its location and shall not be parked on any public street for the purposes stated hereinabove for a period of at least 48 hours.
- (e) No person who owns or has possession, custody or control of any vehicle or nonmotorized vehicle which is six feet or more in height (including any load thereon) shall park or leave standing any such vehicle on a street or highway within 45 feet of any intersection.
- (f) No person who owns or has possession, custody or control of any commercial vehicle exceeding a manufacturers gross vehicle weight of 10,000 pounds, shall park or leave standing any such commercial vehicle on a street or highway which is prohibited to commercial vehicle traffic pursuant to section 10.

248 of this Code.

- (g) No person who owns or has possession, custody or control of any commercial vehicle exceeding a manufacturers gross vehicle weight of 10,000 pounds, shall park or leave standing any such commercial vehicle on any restricted street between the hours of 2:00 a.m. and 6:00 a.m.
- (h) No person who owns or has possession, custody, or control of a commercial vehicle exceeding a manufacturers gross vehicle weight of 10,000 pounds, shall park or leave standing any such commercial vehicle for more than three hours on any public street, highway, roadway, alley or thoroughfare, except:
 - (1) For such reasonable time in excess of three hours that may be necessary for the purpose of making pickups or deliveries of goods, wares, and merchandise from or to any building or structure or for the purpose of delivering materials to be used for repair, alteration, remodeling, or construction of any building or structure upon a restricted street or highway; or
 - (2) For such reasonable time in excess of three hours that may be necessary when such vehicle is parked in connection with the performance of a service to or on a property in the block in which such vehicle is parked; or
 - (3) For such reasonable time in excess of three hours that may be necessary time to make emergency repairs.
- (i) Vehicles found in violation of this section may be cited or removed, or both cited and removed in accordance with section 10-69.
- (j) The minimum fine for any violation of this section shall be set by the city council by separate resolution.

(Ord. No. 02-15, §§ 1, 2, 8-5-02)

§ 10-186 ~~Reserved. Parking for advertising or sale.~~

~~(a) No operator of any vehicle shall park said vehicle upon any street in the city for the principal purpose of advertising or displaying it for sale, unless authorized by resolution of the city council.~~

~~(b) No person shall park any vehicle upon any street for the purpose of advertising any item or event.~~

~~(Code 1960, § 3410.5; Ord. No. 66-35, 8-15-66)~~

§ 10-187 **Repairing or greasing vehicles.**

No person shall construct or dismantle or cause to be constructed or dismantled, repair or cause to be repaired, grease or cause to be greased any vehicle or any part thereof upon any public street in the city. Temporary emergency repairs may be made upon a public street.

(Code 1960, § 3410.6; Ord. No. 66-35, 8-15-66)

§ 10-188 **Washing or polishing vehicles.**

No person shall wash or cause to be washed, polish or cause to be polished any vehicle or any part thereof upon any public street in the city, when a charge is made for such service.

(Code 1960, § 3410.7; Ord. No. 66-35, 8-15-66)

§ 10-189 **Parking adjacent to schools.**

- (a) The transportation services ~~engineer-manager~~ is hereby authorized to erect signs indicating no parking upon that side of any street adjacent to any school property when such parking would, in ~~his~~their opinion, interfere with traffic or create a hazardous situation.

- (b) When official signs are erected prohibiting parking upon that side of a street adjacent to any school property, no person shall park a vehicle in any such designated place.

(Code 1960, § 3410.8; Ord. No. 66-35, 8-15-66)

§ 10-190 Parking prohibited on narrow streets.

- (a) The city transportation services ~~engineer-manager~~ is hereby authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed 20 feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed 30 feet.
- (b) When official signs or markings prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign or marking.

(Code 1960, § 3410.9; Ord. No. 66-35, 8-15-66)

§ 10-191 Parking on grades.

No person shall park or leave standing any vehicle unattended on a highway when upon any grade exceeding 3% without blocking the wheels of such vehicle by turning them against the curb or by other means.

(Code 1960, § 3410.10; Ord. No. 66-35, 8-15-66)

§ 10-193 Emergency parking signs.

- (a) Whenever the city transportation services ~~engineer-manager~~ or chief of police shall determine that an emergency traffic congestion is likely to result from the holding of public or private assemblages, gatherings or functions, or for other reasons, the city transportation services ~~engineer-manager~~ shall have power and authority to order temporary signs to be erected or posted indicating that the operation, parking or standing of vehicles is prohibited on such streets and alleys as the city transportation services ~~engineer-manager~~ shall direct during the time such temporary signs are in place. Such signs shall remain in place only during the existence of such emergency and the city transportation services ~~engineer-manager~~ shall cause such signs to be removed promptly thereafter.
- (b) When signs authorized by the provisions of this section are in place giving notice thereof, no person shall operate, park or stand any vehicle contrary to the directions and provisions of such signs.

(Code 1960, § 3410.11; Ord. No. 66-35, 8-15-66)

§ 10-194 Sleeping in motor vehicles prohibited.

It is unlawful for any person to sleep in or on any motor vehicle parked any place in the city, other than upon private residential property, at any time between the hours of 9:00 p.m. and 7:00 a.m., or to dwell and/or live in or on any motor vehicle parked upon any city owned, operated, or maintained street, sidewalk, alley, public right-of-way, or any other public property or any private property within the city at any time. This section is not intended to prohibit the use of campers or motor coaches or motor vans for sleeping and/or dwelling purposes where the same are parked in an authorized trailer court or campsite within the city. As used in this section, “dwell” means to use as a basic residence for shelter, sleeping and/or cooking purposes in lieu of traditional code compliant building structures designed for human habitation.

(Code 1960, § 3418.1; Ord. No. 66-35, 8-15-66; Ord. No. 68-31, 7-15-68; Ord. No. 19-09, § 4, 4-2-19; Ord. No. 19-10, § 3, 4-16-19)

§ 10-195 Visibility.

Any motor vehicle parked on the public streets shall have curtains or window obstructions in such a position that there shall be a full view of the interior at all times.

(Code 1960, § 3418.2; Ord. No. 66-35, 8-15-66; Ord. No. 68-31, 7-15-68)

§ 10-196 No parking at Placentia Avenue Fire Station.

It is unlawful for any person to park other than publicly owned and operated vehicles on any of the property owned by the city presently occupied by the Placentia Avenue Fire Station and the city corporation yard, between the hours of 6:00 p.m. and 6:00 a.m.

(Ord. No. 74-68, § 2, 12-17-74)

§ 10-197 Posting.

Signs designating no parking between the hours of 6:00 p.m. and 6:00 a.m. which conform to the manual on uniform traffic control devices shall be placed at the vehicle entryways to the Placentia Avenue Fire Station and corporation yard, and the parking area therein shall be posted with said signs at intervals of not less than 200 feet.

(Ord. No. 74-68, § 2, 12-17-74)

§ 10-198 Removal of parked vehicles from private property.

- (a) Any owner or person in possession of private property may cause the removal of a parked vehicle from such private property when either of the following conditions is satisfied:
- (1) The property is improved with a single-family dwelling; or
 - (2) There is displayed, in plain view at all entrances to the property, a sign at least 18 inches by 24 inches prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the Costa Mesa Police Department.
- (b) The person causing removal of a vehicle pursuant to subsection (a) of this section shall comply with all applicable requirements of California Vehicle Code 22658.
- (c) The provisions of subsection (a) of this section shall also apply to city-owned property and property rented or leased by the city from another person or entity; the request for removal may be made by any employee of the police department, who shall comply with the applicable provisions of section 10-69 of this Code.

(Ord. No. 85-12, § 2, 5-6-85)

§ 10-199 Failure to display handicapped parking placard.

It is unlawful for any person to fail to display a handicapped placard or license that has been lawfully issued to that person on any vehicle parked in a stall or space designated for handicapped persons pursuant to the vehicle code. Any violation of this section shall be subject to a civil penalty in the amount of \$35. For purposes of this section, handicapped placard or license shall mean the distinguishing placard issued pursuant to Vehicle Code section 22511.55 or 22511.59 or the special identification license plate issued pursuant to Vehicle Code section 5007.

(Ord. No. 00-15, § 1, 9-18-00)

Chapter XI
**STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON
CERTAIN STREETS**

Article 1

In General

§ 10-207 **Twenty-four-minute parking.**

- (a) *Green curb marking* shall mean no standing or parking for a period of time longer than 24 minutes at any time between 7:00 a.m. and 6:00 p.m. on any day except Sundays and holidays.
- (b) The transportation services engineer-manager is hereby authorized to establish and maintain, by appropriate signs, markings, or parking meters, twenty-four-minute, one-hour, or two-hour time limit parking zones. When said signs, parking meters, or curb markings are in place, it is unlawful for the operator of any vehicle to stop, stand or park a vehicle adjacent to any such legible curb marking or sign in violation of any of the provisions of this title.
- (c) The transportation services engineer-manager is hereby authorized to change the aforementioned parking time period, the hour or the days as set forth in this section.

(Code 1960, § 3411.0; Ord. No. 66-35, 8-15-66; Ord. No. 72-22, § 2, 6-15-72; Ord. No. 87-26, § 2, 12-7-87)

§ 10-208 **One-hour parking.**

- (a) When authorized signs, parking meters or curb markings have been determined by resolution of the city council to be necessary and are in place giving notice thereof, no operator of any vehicle shall stop, stand or park said vehicle between the hours of 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for a period of time longer than one hour.
- (b) The hour limitation, the hours during which it shall be effective and the days on which it shall be effective may be altered or changed from time to time by resolution duly adopted by the city council.

(Code 1960, § 3411.1; Ord. No. 66-35, 8-15-66; Ord. No. 72-22, § 2, 6-15-72)

§ 10-209 **Two-hour parking.**

- (a) When authorized signs, parking meters or curb markings have been determined by resolution of the city council to be necessary and are in place giving notice thereof, no operator of any vehicle shall stop, stand or park said vehicle between the hours of 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for a period of time longer than two hours.
- (b) The two-hour limitation, the hours during which it shall be effective and the days on which it shall be effective may be altered or changed from time to time by resolution duly adopted by the city council.

(Code 1960, § 3411.2; Ord. No. 66-35, 8-15-66; Ord. No. 72-22, § 2, 6-15-72)

§ 10-210 **Parking parallel on one-way streets.**

- (a) Subject to other and more restrictive limitations, a vehicle may be stopped or parked within 18 inches of the left-hand curb facing the direction of traffic movement upon any one-way street unless signs are in place prohibiting such stopping or standing.
- (b) In the event a highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such oneway roadway unless signs are in place permitting such standing and parking.
- (c) The transportation services engineer-manager is authorized to determine when standing or parking shall be prohibited upon the left-hand side of any one-way street or when standing or parking may be permitted upon the left-hand side of any one-way roadway of a highway having two or more separate roadways and shall erect signs giving notice thereof.
- (d) The requirement of parallel parking imposed by this section shall not apply in the event any commercial

vehicle is actually engaged in the process of loading or unloading freight or goods, in which case such vehicle may be backed up to the curb, provided that such vehicle does not extend beyond the center line of the street and does not block traffic thereby.

(Code 1960, § 3411.3; Ord. No. 66-35, 8-15-66)

§ 10-211 Diagonal parking.

- (a) On any of the streets or portions of streets established by resolution of the city council as diagonal parking zones, when signs or pavement markings are in place indicating such diagonal parking, it is unlawful for the operator of any vehicle to park said vehicle except at the angle to the curb indicated by such signs or pavement markings allotting space to parked vehicles and entirely within the limits of said allotted space, and with the front wheel nearest the curb within six inches of the curb.
- (b) The provisions of this section shall not apply when such vehicle is actually engaged in the process of loading or unloading passengers, freight or goods, in which event the provisions applicable in section 10-210 of this title shall be complied with.

(Code 1960, § 3411.4; Ord. No. 66-35, 8-15-66)

§ 10-212 Parking space markings.

- (a) The transportation services engineer-manager is authorized to install and maintain parking space markings to indicate parking spaces adjacent to curbings-curbs where authorized parking is permitted.
- (b) When such parking space markings are placed on the highway, subject to other and more restricted limitations, no vehicle shall be stopped, left standing or parked other than within a single space unless the size or shape of such vehicle makes compliance impossible.

(Code 1960, § 3411.5; Ord. No. 66-35, 8-15-66)

§ 10-213 No stopping zones.

The transportation services engineer-manager is hereby authorized to establish no stopping and no parking zones by placing and maintaining appropriate signs or curb markings. It is unlawful for the operator of any vehicle to stop said vehicle on any of the streets or parts of streets when restricted by the appropriate signs or markings.

(Code 1960, § 3411.6; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

Article 2

Restricted Parking on City-Owned Property

§ 10-214 Definition.

For purposes of this article, “vehicle” shall mean any truck, trailer, camper, motor van, house car, passenger automobile or other vehicle licensed to be driven or towed upon a public street or highway.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-215 Prohibited parking.

It is unlawful for any person, firm, corporation, or other entity to park other than city-owned or operated vehicles on city-owned property posted with signs as herein provided.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-216 Exceptions.

Section 10-215 shall not apply to persons having legitimate city business to conduct at said premises, vehicles belonging to persons attending city council, planning or traffic commission meetings, or departmental seminars, vehicles belonging to city officers and employees, or to any vehicle actively engaged in loading or unloading goods or merchandise, or any vehicle undergoing emergency repairs, or to any wrecker or similar vehicle actively engaged in the repair or construction of improvements on municipal parking facilities.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-217 Presumption.

Vehicles not falling within the previous section which are parked upon city-owned property on weekends, or during the hours of 5:00 p.m. to 8:00 a.m. on weekdays, when no evening meetings as described in section 10-216 above are being held, shall be presumed to be illegally parked.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-218 Posting.

Signs designating restricted parking and bearing the legend “parking for city business only,” pursuant to this article, shall be posted on such municipal property as otherwise provided by law.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-219 Penalty.

Violations herein shall be punishable under section 1-33 of the Costa Mesa Municipal Code.

(Ord. No. 77-9, § 2, 2-22-77)

§ 10-220 Enforcement.

Any regularly employed and salaried police officer~~-or~~, police cadet, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, -is authorized to enforce the provisions of this article. Vehicles found parked in violation of this article may be cited or removed in accordance with the provisions of section 10-69.

(Ord. No. 77-9, § 2, 2-22-77; Ord. No. 80-13, § 1, 8-18-80)

Article 3

Parking by Permit Only

§ 10-221 Parking of unpermitted vehicles prohibited.

When authorized signs have been posted pursuant to resolution of the city council and are in place giving notice of restrictions, it is unlawful and an infraction for any person to park any vehicle on any public street or alley so restricted, unless a parking permit therefor has been issued by the city as provided for in this article. This restriction shall not apply to police vehicles or other authorized emergency vehicles and/or city-owned vehicles when used for official business, or to service vehicles, clearly marked as such, while the owner or operator of the vehicle is providing a service to a residence located in that residential permit parking zone.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.1 Issuance of permits to residents.

Except for emergency permits and as otherwise provided for in section 10-221.2, parking permits may be issued only to residents of those areas where parking has been limited or prohibited pursuant to this article as

a residential permit parking zone.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.2 **Types of permits.**

(a) *Residential parking permits.*

- (1) Except as otherwise provided for in this article, a resident of a dwelling unit within an area that has been designated as a residential permit parking zone may be issued one parking permit per eligible driver by filing an application therefore with the public services department pursuant to the provisions of this article.
- (2) A motor vehicle that has been issued a parking permit for a residential parking zone shall be permitted to stand and/or park in that zone without being limited by the parking restrictions established pursuant to this article.
- (3) The maximum number of residential parking permits that shall be authorized to any one dwelling unit shall be four.

(b) *Guest parking permits.*

- (1) Each resident parking permit holder may apply for temporary guest parking permits for use by ~~his or her~~their guests in the parking zone where the permit holder resides by submitting an application therefore to the public services department.
- (2) A parking permit holder may receive up to a maximum of 100 guest parking permits per year per dwelling unit, which must be displayed by guests of such permit holder.
- (c) *Residential permit parking policy.* The city council, the city manager and/or designee may adopt policies and/or administrative regulations to implement this article, including, but not limited to, the establishment of residential permit parking zones and the criteria for the issuance, denial, revocation, duration and/or number of permits.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.2.5 **Definitions.**

Words and phrases not defined herein shall have the meanings ascribed to them in this Title 10, Title 1 and Title 13.

Director means the director of the public ~~services~~works department or ~~his or her~~their designee.

Eligible driver means a licensed driver identified as the registered owner of a currently registered vehicle who resides in a dwelling unit within an area that has been designated as a residential permit parking zone.

Permit means a residential parking permit issued by the director pursuant to the provisions of this article.

Residential permit parking policy or *policy* means the residential permit parking policy and/or administrative regulations adopted by the city to implement this article pursuant to section 10-221.2(c).

Residential permit parking zone or *zone* means a contiguous area within the city comprised of one or more streets and/or alleys that have been designated for parking by residents of that area only pursuant to this article.

(Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.3 Application for permit and action thereon.

- (a) To be issued a residential parking permit, each eligible driver shall provide the following to the public ~~worksservices~~ department:
- (1) The applicant's full, true name and home address, and proof of residence;
 - (2) The applicant's driver license;
 - (3) A valid and current vehicle registration and license plate number of the vehicle for which a permit is sought;
 - (4) The applicable fee; and
 - (5) Such other information set forth in the policy.
- (b) Staff shall issue a temporary permit to an eligible driver for a rented or borrowed registered vehicle where the eligible driver residing in a residential permit parking zone, demonstrates their own vehicle is unavailable for that driver's use for a temporary period. Such permits will expire upon the return to use of the originally permitted vehicle or its replacement.
- (c) Permits will not be issued for commercial vehicles that are registered to business addresses.
- (d) The denial, suspension and/or revocation of a residential parking permit and/or eligibility therefore by the director pursuant to this article may be appealed to the Planning Commission pursuant to Article 2 of Chapter IX of this Code.
- (e) Each type of permit applied for and/or renewed pursuant to this article shall be subject to a fee or fees as established by the city council.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.4 Duration of permits.

- (a) Residential parking permits shall be valid for one year, unless earlier revoked or terminated, provided however that a permit shall automatically terminate when the permit holder ceases to reside in the designated residential permit parking zone.
- (b) No residential parking permit issued pursuant to this article shall be transferable from the permit holder to any other person, nor from one vehicle to another.
- (c) Nothing in this article, nor any permit issued pursuant thereto, shall authorize a violation of section 10185.
- (d) The city council may establish by resolution an expiration date for all outstanding residential and guest parking permits if the city council determines that an unacceptable number of permits are being used by nonresidents of the designated permit-parking zone or that permits are being used in a manner inconsistent with and/or in violation of the purposes of this article.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-221.5 Violations.

- (a) Parking a vehicle in violation of this article shall be an infraction.

- (b) It shall be a violation of this article and an infraction for any person to falsely represent ~~himself or herself~~themselves as eligible for a residential parking permit or to furnish false information in an application therefor.
- (c) It shall be a violation of this article and an infraction for any person issued a residential parking permit pursuant to this article to allow the use of such permit for a motor vehicle other than that for which the permit was issued. Any person who so uses a residential parking permit on a motor vehicle other than that for which it was issued is likewise guilty of a violation of this article, and an infraction.
- (d) It shall be a violation of this article and an infraction for any person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit. Any person who knowingly uses a facsimile or counterfeit parking permit, with intent to evade prohibitions or limitations on parking in a designated permit-parking area, is likewise guilty of a violation of this article, and an infraction.
- (e) It shall be a violation of this article and an infraction for any person to sell to, transfer to, or exchange a parking permit with any other person except as provided for in this article.
- (f) In addition to any other penalties under this article, the director may revoke, cancel or suspend a permit and/or eligibility therefore based upon a violation of subsection (b), (c), (d) and/or (e) above.

(Ord. No. 16-02, § 1, 1-19-16; Ord. No. 22-04, § 1, 7-19-22)

§ 10-222 Parking on city property—Designation of “permit parking only” areas.

The city manager may designate portions of city-owned property other than streets, alleys or highways, for parking by permit only and may order the posting of signs bearing the legend, “Permit Parking Only.”

(Ord. No. 89-30, § 2, 12-4-89; Ord. No. 22-04, § 1, 7-19-22)

§ 10-223 Same—Prohibited parking.

When authorized signs have been posted and are in place giving notice of restrictions as provided in this article, it is unlawful and an infraction for any person to park or leave parked a vehicle within an area designated for parking by permit during the times when such parking is prohibited, other than a vehicle that has been issued a valid permit or exempted pursuant to section 10-221.

(Ord. No. 89-30, § 2, 12-4-89; Ord. No. 22-04, § 1, 7-19-22)

§ 10-224 Same—Enforcement.

Any regularly employed and salaried police officer or police cadet, or any non-safety city employee empowered to issue citations pursuant to section 1-33.1 of this Code and implementing resolutions of the city council, is authorized to enforce the provisions of sections 10-221.5 through 10-224 by issuing infraction citations.

(Ord. No. 89-30, § 3, 12-4-89; Ord. No. 22-04, § 1, 7-19-22)

Chapter XII STOPPING FOR LOADING OR UNLOADING ONLY

§ 10-225 Authority to establish loading zones.

- (a) The city transportation services ~~engineer~~manager is hereby authorized to determine and to mark loading zones and passenger loading zones as follows:
 - (1) At any place in any business district.
 - (2) Elsewhere in front of the entrance to any place of business or in front of any hall or place used for the

purpose of public assembly.

- (b) In no event shall more than one-half ($\frac{1}{2}$) of the total curb length in any block be reserved for loading zone purposes.
- (c) Loading zones shall be indicated by yellow paint upon all curbs within such zones.
- (d) Passenger loading zones shall be indicated by white paint upon all curbs in said zones.

(Code 1960, § 3412.0; Ord. No. 66-35, 8-15-66)

§ 10-226 Curb markings to indicate no stopping and parking regulations.

The transportation services engineer-manager is hereby authorized, subject to the provisions and limitations of this title, to place, and when required herein shall place, the following curb markings to indicate parking or standing regulations, which curb markings shall have the following meanings:

- (a) *Red* shall mean no stopping, standing or parking at any time except as permitted by the vehicle code, and except that a bus may stop in a red zone marked or signed as a bus zone.
- (b) *Yellow* shall mean no stopping, standing or parking at any time between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three minutes nor the loading or unloading of materials more than 20 minutes.
- (c) *White* shall mean no stopping, standing or parking for any purpose other than loading or unloading of passengers, or for the purpose of depositing mail in an adjacent mailbox, which shall not exceed three minutes and such restrictions shall apply between 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays and except as follows:
 - (1) When such zone is in front of a theater, restrictions shall apply at all times except when such theater is closed.
 - (2) When such zone is in front of a church, hotel or mailbox, the restrictions shall apply at all times.
- (d) When the transportation services engineer-manager as authorized under this title has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section.

(Code 1960, § 3412.1; Ord. No. 66-35, 8-15-66)

§ 10-227 Effect of permission to load or unload.

- (a) Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials shall apply only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than 20 minutes.
- (b) The loading or unloading of materials shall apply only to commercial deliveries, also the delivery or pickup of express and parcel post packages and United States mail.
- (c) Permission herein granted to stop or park for purposes of loading or unloading passengers shall include the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor and in no event for more than three minutes.
- (d) Within the total time limits above specified, the provisions of this section shall be enforced so as to accommodate necessary and reasonable loading or unloading but without permitting abuse of the

privileges hereby granted.

(Code 1960, § 3412.2; Ord. No. 66-35, 8-15-66)

§ 10-228 Standing for loading or unloading only.

No person shall stop, stand or park a vehicle in any yellow loading zone for any purpose other than loading or unloading passengers or material for such time as is permitted in section 10-227.

(Code 1960, § 3412.3; Ord. No. 66-35, 8-15-66)

§ 10-229 Standing in passenger loading zone.

No person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in section 10-227.

(Code 1960, § 3412.4; Ord. No. 66-35, 8-15-66)

§ 10-230 Standing in alley.

No person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of persons or materials in any alley.

(Code 1960, § 3412.5; Ord. No. 66-35, 8-15-66)

§ 10-231 Bus zones.

The transportation services ~~engineer-manager~~ is hereby authorized to establish bus zones opposite curb space for the loading and unloading of buses or common carriers of passengers, to determine the location thereof, and to paint the curb red at said bus zone curb space.

(Code 1960, § 3412.6; Ord. No. 66-35, 8-15-66; Ord. No. 87-26, § 2, 12-7-87)

§ 10-232 Buses transporting minor children.

All buses, except those specifically exempted in section 10-235, transporting minor children under 18 years of age either gratuitously or for compensation, shall, while operating within the city, carry in addition to the driver an adult person 18 years of age or over.

(Code 1960, § 3412.7; Ord. No. 66-35, 8-15-66)

§ 10-233 Duty of accompanying nondriver adult.

At all stops made on city streets by buses for the purpose of discharging minor children from the buses, the accompanying nondriver adult shall precede the minor children from the bus, and shall then accompany them across any street that such minor children must cross.

(Code 1960, § 3412.8; Ord. No. 66-35, 8-15-66)

§ 10-234 ~~Reserved. Accompanying nondriver adult to carry vehicle warning device.~~

~~Every nondriver adult riding on buses transporting minor children shall carry a vehicle warning device to be provided by the city, and shall, when accompanying a minor child or children across any street, use such vehicle warning device.~~

~~(Code 1960, § 3412.9; Ord. No. 66-35, 8-15-66)~~

§ 10-235 Exceptions to sections 10-232, and 10-233 ~~and 10-234~~.

The provisions of sections 10-232, and 10-233 ~~and 10-234~~, inclusive, shall not apply to the following buses transporting minor children within the city:

(a) Any school bus, either public or private, regulated by the State of California.

(b) Any commercial carrier buses regulated by the State of California.

(Code 1960, § 3412.10; Ord. No. 66-35, 8-15-66)

Chapter XIII RESTRICTED USE OF CERTAIN STREETS

~~§ 10-247 Advertising vehicles.~~

~~No person shall operate or drive any vehicle used for advertising purposes or any advertising vehicle equipped with a sound amplifying or loudspeaking device upon any street or alley at any time without first securing a permit to do so from the city council, or its designate.~~

~~(Code 1960, § 3413.0; Ord. No. 66-35, 8-15-66)~~

§ 10-248 Truck routes.

- (a) Whenever any resolution of the city council designates and describes any street or portion thereof as a street the use of which is permitted by any vehicle exceeding a maximum gross weight of 10,000 pounds.
- (b) When any such truck route is established and designated by appropriate signs, the operator of any vehicle exceeding a maximum gross weight limit of 10,000 pounds shall drive on such route and none other, except that the operator of any vehicle exceeding a maximum gross weight of 10,000 pounds coming from a truck route may use restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained. The phrase “maximum gross weight” used in this section shall have the same meaning as the phrase “manufactured gross vehicle weight rating” defined in the California Vehicle Code section 390.
- (c) The provisions of this section shall not apply to:
- (1) Passenger buses under the jurisdiction of the Public Utilities Commission, Metropolitan Transit Authority; or
 - (2) Any vehicle owned by a public utility while necessarily in use in the construction, installation of or repair of any public utility.
- (d) Those streets and parts of streets established by resolution of the city council are hereby declared to be the truck routes for the movement of vehicles exceeding a maximum gross weight of 10,000 pounds.
- (e) The use of any street or part of any street not established as part of the truck route is hereby prohibited by any commercial vehicle (as defined by California Vehicle Code section 260) exceeding a maximum gross weight of 10,000 pounds, except as allowed in subsections (b) and (c) above. Appropriate signs shall be posted as designated by the California Department of Transportation “Traffic Manual” in accordance with criteria established by the transportation services manager of the City of Costa Mesa, showing which streets are truck routes. It is unlawful for any person to operate or park, or cause to be operated or parked, any vehicle in violation of this provision.

(Code 1960, § 3413.1; Ord. No. 66-35, 8-15-66; Ord. No. 86-22, § 2, 11-17-87; Ord. No. 92-4, § 2, 2-3-92)

§ 10-249 Load limit.

The transportation services ~~engineer-manager~~ is hereby authorized to establish and post signs giving notice of a maximum load limit of 6,000 pounds per vehicle on any street or part of a street which is not a truck route.

(Ord. No. 75-51, § 2, 11-3-75; Ord. No. 87-26, § 2, 12-7-87)

§ 10-250 Penalty.

Exceeding the load limit as set forth in section 10-249 shall be deemed a misdemeanor and shall be punishable as set forth in section 1-33 of the Costa Mesa Municipal Code.

(Ord. No. 75-51, § 2, 11-3-75)

Chapter XIV PARKING METERS

§ 10-261 Parking meter zones.

- (a) Parking meter zones are those streets or portions of streets established by ordinance of the city council as zones within which the parking of vehicles shall be controlled, regulated and inspected with the aid of parking meters.
- (b) The city transportation services ~~engineer-manager~~ shall cause parking meters to be installed and maintained in all parking meter zones, once said zones have been created by the city council.

(Code 1960, § 3414.0; Ord. No. 66-35, 8-15-66)

§ 10-262 Manner of installation.

- (a) Parking meters shall be installed upon the curb or sidewalk area immediately adjacent to each parking space. Each meter shall be placed in such a manner as to show or display by a sign or signal that the parking space thereto is or is not legally in use.
- (b) Each parking meter shall be set to display, after the operational procedure has been completed, a sign or signal indicating legal parking for that period of time conforming to the limit of parking time for the zone in which said parking meter is installed, and shall continue to operate from the time of the completion of the operational procedure until the expiration of the time fixed as the parking limit or a portion thereof for the part of the street upon which said meter is placed. Each said meter shall also be so arranged that upon the expiration of said legal parking time, it will indicate by a mechanical operation and by proper signal that the lawful parking period has expired.

(Code 1960, § 3414.1; Ord. No. 66-35, 8-15-66)

§ 10-263 Time of operation of parking meters.

The provisions of this chapter relating to the operation of parking meters shall be effective between the hours of 9:00 a.m. and 6:00 p.m. of every day except Sundays and holidays.

(Code 1960, § 3414.2; Ord. No. 66-35, 8-15-66)

§ 10-264 Operational procedure to be followed.

Immediately after occupancy of a parking meter space, the operator of a vehicle shall ~~deposit a coin of the United States~~provide payment in the parking meter ~~and if necessary turn a crank, knob or handle or online application~~ in accordance with the instructions posted on the face of the parking meter or applicable signage.

(Code 1960, § 3414.3; Ord. No. 66-35, 8-15-66)

§ 10-265 Unlawful to park after meter time has expired.

No operator of any vehicle shall permit said vehicle to remain parked in any parking space during any time that the meter is showing a signal indicating that such space is illegally in use other than such time immediately after the original occupancy as is necessary to operate the meter to show legal parking.

(Code 1960, § 3414.4; Ord. No. 66-35, 8-15-66)

§ 10-266 Unlawful to extend time beyond limit.

No person shall follow the operational procedure or any part of the operational procedure for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time which has been established for the parking space adjacent to which said parking meter is placed.

(Code 1960, § 3414.5; Ord. No. 66-35, 8-15-66)

§ 10-267 Improper use of meter.

No person shall deposit or cause to be deposited in any parking meter any defaced or bent coin, or any slug, device or metallic substitute for a coin of the United States, nor shall any person deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter.

(Code 1960, § 3414.6; Ord. No. 66-35, 8-15-66)

§ 10-268 Reserved. Deposit of coins in meter by unauthorized person.

~~No person, other than the owner or operator of a vehicle, shall deposit any coin in any parking meter without the knowledge or consent of the owner or operator of the vehicle using the parking space immediately adjacent to the meter.~~

~~(Code 1960, § 3414.7; Ord. No. 66-35, 8-15-66)~~

§ 10-269 Parking meters and parking meter standards not to be used for certain purposes.

No person shall attach anything to or allow a bicycle, news rack or any other article or thing to lean against a parking meter or a parking meter standard.

(Code 1960, § 3414.8; Ord. No. 66-35, 8-15-66)

§ 10-270 Rule of evidence.

The parking or standing of any motor vehicle in a parking space, at which space the parking meter displays the sign or signal indicating illegal parking, shall constitute prima facie evidence that the vehicle has been parked or allowed to stand in such space for a period longer than permitted by this chapter.

(Code 1960, § 3414.9; Ord. No. 66-35, 8-15-66)

§ 10-271 Use of money deposited in parking meters.

All monies collected from parking meters in the city shall be placed in a special fund, hereby established and designated as the "Parking Fund," which fund shall be devoted exclusively to the following purposes:

- (a) For the purchasing, leasing, installing, repairing, maintaining, operating, removing, regulating and policing of parking meters in the city and for the payment of any and all expenses relating or incidental thereto.
- (b) For the purchasing, leasing, acquiring, improving, operating and maintaining of off-street parking facilities in the city.
- (c) For the proper regulation, control and inspection of parking and traffic upon the public streets.

(Code 1960, § 3414.10; Ord. No. 66-35, 8-15-66)

§ 10-272 Application of other chapters.

No section of this chapter shall be construed as permitting any parking in violation of any other provision of this title.

(Code 1960, § 3414.11; Ord. No. 66-35, 8-15-66)

Chapter XV VEHICLE PARKING DISTRICTS

Article 1 In General

~~§ 10-284 Board of parking place commissioners; term.~~

~~(a) The two three member commissions for vehicle parking districts 1 and 2 are hereby merged into one five member commission.~~

~~(b) The redevelopment agency board members as presently constituted or hereafter appointed are the members of the new parking place commission. In the event of a vacancy within the redevelopment agency, an automatic vacancy will result on the board of parking place commissioners until such vacancy within the redevelopment agency is filled. The terms of the board of parking place commissioners shall run concurrently with the terms of the redevelopment agency board members.~~

~~(Code 1960, § 2515; Ord. No. 76-43, § 2, 9-7-76)~~

§ 10-285 Two-hour parking in districts.

- (a) There is hereby established for all off-street parking places owned and/or operated by and under the control of the parking commission under the city council, within Costa Mesa Vehicle Parking District 1 a parking limit of two hours between the hours of 7:00 a.m. and 6:00 p.m. of any day except Sundays and holidays.
- (b) This section shall be effective upon the posting of appropriate signs marking such parking lots for two hour parking.
- (c) Any person violating any of the provisions of this section shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$50 or by imprisonment in the county jail for not more than five days, or by both such fine and imprisonment.

(Res. No. 655, §§ 1—3, 10-19-59; Ord. No. 97-3, § 1, 2-18-97)

Article 2 Vehicle Parking District No. 1

§ 10-294 Formation.

The city council hereby declares that Vehicle Parking District No. 1, wholly located in the incorporated territory of the city as hereinafter described, is hereby formed pursuant to the Vehicle Parking District Law of 1943. The boundaries of said district are hereby fixed, established and defined as follows:

Beginning at the point of intersection of the centerline of Newport Avenue and the northwesterly prolongation of the northeasterly line of Lot 2, Block “B,” of Harper, as said Newport Avenue and Lot 2 are shown on a map thereof recorded in Book 6, page 27, of Miscellaneous Maps, records of Orange County, California; thence southeasterly along the northwesterly prolongation of the northeasterly line of said Lot 2 and along said northeasterly line and the southeasterly prolongation thereof to an intersection with the

centerline of the alley, 10.00 feet in width, as shown on said map of Harper; thence northeasterly along said centerline of alley to an intersection with the northwesterly prolongation of the northeasterly line of Lot 25 of Tract No. 847 as shown on a map thereof recorded in Book 26, page 7 of Miscellaneous Maps, records of Orange County; thence southeasterly along the said northwesterly prolongation of the northeasterly line of Lot 25 and along the northeasterly line of Lots 25, 26, 27, 28 and 29 of said Tract No. 847 to the most easterly corner of said Lot 29; thence southwesterly along the southeasterly line of said Lot 29 to the most southerly corner thereof; thence southwesterly in a direct line to the most easterly corner of Lot 16 of said Tract No. 847; thence southwesterly along the southeasterly line of said Lot 16 and the southwesterly prolongation thereof to an intersection with the centerline of the alley, 15.00 feet in width, as shown on said map of Tract No. 847; thence northwesterly along the centerline of said alley to an intersection with the centerline of the alley, 10.00 feet in width, lying southeasterly of Lots 5 to 12 inclusive of Block "A" of said Harper; thence southwesterly along the centerline of alley and along the northwesterly line of Lot 17, Block "A" of said Harper to a point 111.00 feet northeasterly of the most westerly corner of said Lot 17; thence southeasterly along a line parallel to the southwesterly line of said Lot 17 to a point 5.00 feet northwesterly of the southeasterly line of said Lot 17; thence northeasterly along a line parallel to said southeasterly line of said Lot 17 to a point 165.00 feet southwesterly of the northeasterly line of said Lot 17; said northeasterly line of Lot 17 being the centerline of Magnolia Street; thence southeasterly along a line parallel to the said northeasterly line of Lot 17 and the northeasterly line of Lot 16, Block "A" of Harper 54.00 feet; thence southwesterly along a line parallel to the said southeasterly line of Lot 17 to a point in the southwesterly line of said Lot 16; thence in a direct line to the most easterly corner of Lot 7, Tract No. 337, as shown on a map thereof recorded in Book 14, page 44 of Miscellaneous Maps, records of Orange County; thence southwesterly along the southeasterly line of Lot 7, 150.00 feet; thence northwesterly along a line parallel to the northeasterly line of said Lot 7 to the most southerly corner of Lot 6 of said Tract No. 337; thence northeasterly along the southeasterly line of Lot 6 to the most easterly corner thereof; thence northwesterly along the northeasterly line of said Lot 6 and the northwesterly prolongation thereof to an intersection with the centerline of the alley, 15.00 feet in width, as shown on said map of Tract No. 337; thence southwesterly along the centerline of said alley to point of intersection with the southeasterly prolongation of the southwesterly line of Lot 5 of said Tract No. 337; thence northwesterly along the said southeasterly prolongation of the southwesterly line of Lot 5 and the southwesterly line of said Lot 5 and the northwesterly prolongation thereof to an intersection with the centerline of Newport Avenue as shown on said map of Tract No. 337; thence southwesterly in a direct line to the point of intersection of the centerline of Newport Avenue with the centerline of 18th Street as shown on a map of Tract No. 18. First addition to Harper, recorded in Book 9, page 20 of Miscellaneous Maps, records of Orange County, California; thence westerly along the said centerline of 18th Street to an intersection with the centerline of the alley, 20.00 feet in width, lying within Block "C" of said Tract No. 18; thence northeasterly along said centerline of alley to an intersection with the centerline of Center Street, formerly Balboa Street, as shown on a map of said Tract No. 18; thence easterly along the centerline of Center Street to the intersection with the westerly line of Lot 16, Block "A," Tract 18, as said tract is laid out and shown on a map thereof recorded in Book 9, page 20 of Miscellaneous Maps, records of Orange County, California; thence southerly along said westerly line of Lot 16, to the intersection with the southeasterly line of Block "A," Tract 18; thence northeasterly along said line to its intersection with the easterly prolongation of the centerline of Center Street; thence easterly along said extension to the intersection with the centerline of Newport Avenue as Newport Avenue is shown on said map of Harper; thence northeasterly along said centerline of Newport Avenue to the point of beginning.

(Code 1960, § 2516)

§ 10-295 **Designation of district.**

The vehicle parking district set forth in section 10-294 shall be designated as "Vehicle Parking District No. 1 of the City of Costa Mesa."

[\[Image\]](#)

(Code 1960, § 2517)

Chapter XVI **(RESEVERED) TRAINS**

~~§ 10-318 Railway gates.~~

~~No person shall drive any vehicle through, around or under any crossing gate or barrier at a railroad crossing while such gate or barrier is closed or is being opened or closed.~~

~~(Code 1960, § 3415.0; Ord. No. 66-35, 8-15-66)~~

~~§ 10-319 Trains not to block crossings.~~

~~No person shall cause or permit any railway train or railway car or similar vehicle on rails to stop or stand or to be operated in such a manner as to prevent the use of any street for the purpose of travel for a period of time longer than 10 minutes, except that this provision shall not apply to railway trains, cars, or similar vehicles on rails while blocking or obstructing a crossing because of an accident which requires the operator of the train, car or similar vehicle on rails to stop at or near the scene of the accident.~~

~~(Code 1960, § 3415.1; Ord. No. 66-35, 8-15-66)~~

Chapter XVII **SPECIAL SPEED ZONES**

§ 10-331 Increasing state speed limit in certain zones.

The transportation services engineer-manager is hereby authorized to post signs for speed limits which are established either by resolution of the city council or by staff upon the basis of an engineering and traffic survey, when the speed permitted by state law upon streets within the city is less than is necessary for safe operation of vehicles thereon. It is hereby declared that the prima facie speed limit shall be as posted on those streets or parts of streets designated when signs are erected giving notice thereof. All current posted limits are to remain in place unless changes are determined by an engineering and traffic survey and by resolution of the city council.

(Code 1960, § 3416.0; Ord. No. 66-35, 8-15-66; Ord. No. 67-5, 3-20-67; Ord. No. 6710, 4-17-67; Ord. No. 67-28, 9-5-67; Ord. No. 69-19, 8-18-69; Ord. No. 70-38, 9-8-70; Ord. No. 70-39, 9-21-70; Ord. No. 71-1, 1-18-71; Ord. No. 71-36, § 1, 12-6-71; Ord. No. 72-31, § 1, 8-21-72; Ord. No. 73-31, § 1, 8-20-73; Ord. No. 76-42, § 1, 9-7-76; Ord. No. 77-13, § 1, 4-4-77; Ord. No. 78-23, § 1, 5-1-78; Ord. No. 85-36, § 1, 1-6-86; Ord. No. 87-26, § 2, 12-7-87)

§ 10-332 Decrease of state law maximum speed.

The transportation services engineer-manager is hereby authorized to post signs for speed limits which are established either by resolution of the city council or by staff upon the basis of an engineering and traffic survey, when the speed permitted by state law outside of business and residential districts, as applicable upon streets within the city, is greater than is reasonable or safe under the conditions found to exist upon such streets. It is hereby declared that the prima facie speed limit shall be as posted on those streets or parts of streets designated when signs are erected giving notice thereof. All current posted limits are to remain in place unless changes are determined by an engineering and traffic survey and by resolution of the city council.

(Code 1960, § 3416.1; Ord. No. 66-35, 8-15-66; Ord. No. 67-10, 4-17-67; Ord. No. 67-28, 9-5-67; Ord. No. 67-35, 11-20-67; Ord. No. 68-33, 8-19-68; Ord. No. 68-38, 10-21-68; Ord. No. 69-19, 8-18-69; Ord. No. 70-8, 2-16-70; Ord. No. 70-15, 3-16-70; Ord. No. 70-24, 6-22-70; Ord. No. 70-37, 8-17-70; Ord. No. 72-1, § 2,

1-17-72; Ord. No. 72-7, § 1, 2-22-72; Ord. No. 72-16, § 1, 6-5-72; Ord. No. 73-45, § 1, 1-7-74; Ord. No. 75-28, § 1, 5-20-75; Ord. No. 75-59, § 1, 2-1-75; Ord. No. 76-26, §§ 1, 2, 6-7-76; Ord. No. 76-46, § 1, 10-4-76; Ord. No. 78-37, § 1, 9-5-78; Ord. No. 79-26, § 1, 12-3-79; Ord. No. 84-34, § 1, 8-20-84; Ord. No. 85-35, §§ 1, 2, 11-4-85; Ord. No. 85-34, § 1, 11-9-85; Ord. No. 87-26, § 2, 12-7-87)

§ 10-333 Regulation of speed by traffic signals.

The city transportation services ~~engineer-manager~~ is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable within the district or at intersections, and shall erect appropriate signs giving notice thereof.

(Code 1960, § 3416.2; Ord. No. 66-35, 8-15-66)

Chapter XVIII INTERSTATE TRUCKS

§ 10-345 Purpose.

The purpose of this chapter is to establish procedures for designation of terminals, and truck routes to terminals, for interstate trucks operating on a federally designated highway system.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-346 Definitions.

The following words and phrases shall have the meanings set forth, and if any word or phrase used in this chapter is not defined in this section, it shall have the meaning set forth in the California Vehicle Code; provided that if any such word or phrase is not defined in the vehicle code, it shall have the meaning attributed to it in ordinary usage:

Caltrans means the State of California Department of Transportation or its successor agency.

Interstate truck means a truck tractor and semi-trailer or truck tractor, semi-trailer and trailer with unlimited length as regulated by the vehicle code.

Terminal means any facility at which freight is consolidated to be shipped or where full load consignments may be loaded and off-loaded or at which the vehicles are regularly maintained, stored or manufactured.

Transportation ~~engineer-Manager~~ means the transportation services ~~manager~~~~engineer~~ of the City of Costa Mesa or ~~his-their~~ authorized representative.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-347 Application.

- (a) Any interested person requiring terminal access, using Costa Mesa highways, for interstate trucks from the federally designated highway system shall submit an application, on a form provided by the city, together with such information as may be required by the transportation ~~engineer~~~~manager~~, and appropriate fees to the City of Costa Mesa.
- (b) Upon receipt of the application, the transportation ~~engineer-manager~~ will cause an investigation to be made to ascertain whether or not the proposed terminal facility meets the requirements for an interstate truck terminal. Upon ~~his~~ approval of that designation, ~~he~~~~the manager~~ will then determine the capabilities of the route requested and of alternate routes, whether requested or not. Determination of route capability will include, without limitation, a review of adequate turning radius and lane widths of ramps, intersections and highways, and general traffic conditions such as sight distance, speed, and traffic

volumes. No access from the California State highways system will be approved without the approval of Caltrans.

- (c) Should the requested route pass through the City of Costa Mesa to a terminal located in another jurisdiction, the route shall not be designated until the applicant also complies with that jurisdiction's application process. Costs for trailblazer signs shall be as provided in section 10-348(b).

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-348 Fees and costs.

- (a) The applicant shall pay a nonrefundable application fee, as established by the city council by resolution, sufficient to pay the cost of the review of the terminal designation and the review of the route and alternate route.
- (b) Upon the approval of the terminal designation and route by the City of Costa Mesa and by Caltrans, the applicant shall deposit with the City of Costa Mesa sufficient funds as estimated by the transportation ~~engineer~~ manager to pay for the purchase and installation of terminal trailblazer signs. Trailblazer signs will be required at every decision point in the city along the route to the terminal. Upon completion of the installation of the signs, the actual cost shall be computed, and any difference between the actual and the estimated cost shall be billed or refunded to the applicant, as appropriate. No terminal or route may be used until all required signs are in place. Costs for trailblazer signs may be reapportioned in accordance with the procedures in section 10-349(d).

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-349 Retrofitting.

- (a) If all feasible routes to a requested terminal are found unsatisfactory by the transportation ~~engineer~~ manager, the applicant may request retrofitting the deficiencies. All costs of engineering, construction and inspection will be the responsibility of the applicant. Except when the retrofitting of the deficiencies is within the jurisdiction of Caltrans, the actual construction will be done by the city or by a contractor for the applicant acceptable to the city.
- (b) When the work is to be done by the city, the applicant shall deposit with the City of Costa Mesa funds equal to the estimated cost of retrofitting. Adjustments between the estimated and actual cost shall be made after completion of the work, and any difference between the actual and the estimated cost shall be billed or refunded to the applicant as appropriate.
- (c) When the work is done by the applicant's contractor, the applicant may file with the transportation ~~engineer~~ manager, on a form satisfactory to the transportation ~~engineer~~ manager, a statement detailing the actual costs of the retrofitting.
- (d) If, at any time within five years from the date of completion of the retrofitting, any other applicant should seek terminal access approval which would use the route upon which such retrofitting was accomplished, any such applicant's fee may include that applicant's proportionate share of the cost of retrofitting, as determined by the transportation ~~engineer~~ manager, which fee shall be disbursed by the City of Costa Mesa to the applicant who paid for the retrofitting as well as to any other applicant who contributed to the cost of retrofitting under this subsection. Nothing herein shall require the payment of a proportionate share of the fee if the applicant doing the work failed to file with the transportation ~~engineer~~ manager the report cost statement required by subsection (c) above.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-350 **Revocation of route.**

The transportation ~~engineer-manager~~ may revoke any approved terminal or route if the terminal or route becomes a hazard to vehicular traffic. A safety hazard exists when interstate trucks are unable to negotiate the route or when said vehicles cause unsafe conditions for other vehicular traffic or for pedestrians.

(Ord. No. 85-5, § 2, 3-18-85)

§ 10-351 **Appeal process.**

- (a) If the transportation ~~engineer-manager~~ denies an application for terminal designation or route feasibility or revokes a previously approved terminal or route, the applicant/terminal owner, within 10 days following the date of mailing of the decision of the transportation ~~engineer-manager~~, may appeal said decision to the city council in writing. An appeal shall be filed with the city clerk. The appeal shall state specific facts showing an error or abuse of discretion by the transportation ~~engineer-manager~~ or that the decision is not supported by the evidence in the record. Within five days of the filing of an appeal, the transportation ~~engineer-manager~~ shall transmit to the city clerk the terminal application, the sketches of the revoked route and all other data filed therewith, the report of the transportation ~~engineer-manager~~, the findings of the transportation ~~engineer-manager~~ and ~~his-their~~ decision on the application.
- (b) The city clerk shall make copies of the data provided by the transportation ~~engineer-manager~~ available to the applicant and to the appellant (if the applicant is not the appellant) for inspection, and may give notice to any other interested party who requested notice, of the time when the appeal will be considered by the city council.
- (c) If Caltrans, and not the transportation ~~engineer-manager~~, denies or revokes terminal access from a state highway, no appeal may be made to the city council, but any appeal must be made to Caltrans as may be permitted by Caltrans.

(Ord. No. 85-5, § 2, 3-18-85)

Chapter XIX

SOLICITATION OF EMPLOYMENT, BUSINESS, OR CONTRIBUTIONS FROM STREETS AND CERTAIN COMMERCIAL PARKING LOTS

§ 10-354 (Reserved)

(Ord. No. 13-03, § 1, adopted October 1, 2013, repealed § 10-354.)

§ 10-354.1 **Prohibition of solicitation in commercial parking areas.**

- (a) No person in a commercial parking area shall solicit employment, business or contributions of money where the owner has posted a sign on the premises complying with this section giving notice of the prohibition. This prohibition does not apply to walkways, plazas, or other areas adjacent to a parking area which are primarily intended for the congregation of persons and communication between persons of any kind, does not apply to premises which are intended or required by law to be open to the public for communicative purposes pursuant to *Pruneyard Shopping Center v. Robins*, 447 U.S. 74 (1980), and does not apply to only distribution of literature.
- (b) The sign shall comply with each of the following requirements:
 - (1) Be posted in a conspicuous place making it easily viewable by persons entering or standing in the commercial parking area. Where necessary to be easily viewable due to the size or configuration of the area, more than one sign shall be posted.
 - (2) Have a size of not less than eighteen by 24 inches and not exceeding a total area of six square feet.

(3) Contain a notice with lettering not less than one inch in height in substantially the following form:

“It is prohibited and illegal to solicit employment, business or contributions of money anywhere in this parking area without the owner’s written authorization by order of the owner. CMMC 10-354.1”

The notice may be written in English or in English and Spanish, at the owner’s discretion.

- (c) Where a sign (or signs) is posted in a commercial parking area complying with this section, there is a presumption it was posted by the owner.
- (d) An owner who has posted such a sign in a commercial parking area shall send written notification of the prohibition to the chief of police containing a map showing the legal boundaries of the owner’s property and of the commercial parking area thereon and the name, address and telephone number of the owner or the owner’s property manager agent.

(Ord. of 02-7, § 1, 4-1-02; Ord. No. 05-7, § 3, 4-26-05; Ord. No. 05-8, § 2, 5-3-05)

§ 10-354.2 **Definitions.**

As used in this chapter:

~~Actively solicit shall mean solicitation accompanied by action intended to attract the attention of a person in a vehicle traveling in the street such as waving arms, making hand signals, shouting to someone in a traveling vehicle, jumping up and down, waving signs pointed so as to be readable by persons in traveling vehicles, quickly approaching nearer to vehicles which are not lawfully parked, and entering the roadway portion of a street. “Actively solicit” does not include peaceably standing on a sidewalk, or on a parkway on any street segment without a sidewalk, with a sign seeking employment, contributions or business; distribution of literature to pedestrians or occupants of legally parked vehicles; or verbally communicating desire or availability for employment, contributions or business to pedestrians or to persons in lawfully parked vehicles (2) Commercial parking area shall mean privately owned property open to the public and used primarily for the parking of vehicles of customers, guests, and/or employees of nearby business establishments.~~

~~Curb shall mean the lateral boundary of the roadway, whether or not such curb is marked by curbing construction; however, the word “curb” shall not include the line dividing the roadway of a street from parking strips in the center of a street, nor from tracks or rights of way of public utility companies.~~

Employment shall mean and include services, industry or labor performed by a person for wages, or other compensation or under any contract of hire, written, oral, express or implied.

~~Median shall mean a paved or planted area separating a street, or highway, into two or more lanes or directions of travel.~~

Owner shall mean the fee owner of a commercial parking area, the lessee of an entire commercial parking area, or the property manager agent of such fee owner or lessee.

~~Parkway shall mean the area of a public street that lies between the curb and the adjacent property line or physical boundary definition (such as a sidewalk), which is used for landscaping and/or passive recreational purposes.~~

~~Sidewalk shall mean that portion of the public right of way which is between the curbface and the parallel edge of the pavement furthest from the curb but still within the public right of way where the sidewalk is contiguous with the curb, or that portion of the public right of way which is a paved area between a parkway and adjacent private or public property, which is generally used by pedestrians and persons in non-motorized~~

~~vehicles. Sidewalk does not include median.~~

Solicit shall mean and include any request, offer, enticement, or action which announces the availability for or of employment, the sale of goods, or other request for funds; or any request, offer, enticement or action which seeks to purchase or secure goods or employment, or to make a contribution of money. As defined herein, a solicitation shall be deemed complete when made whether or not an actual employment relationship is created, a transaction is completed, or an exchange of money takes place.

~~Street shall mean all of the area dedicated to public use for public street purposes and shall include, but not be limited to, roadways, parkways, medians, alleys, sidewalks, driveways, curbs, and public ways.~~

~~Traveling along a street shall mean a vehicle being operated on a street, excluding vehicles lawfully parked at the edge of a street or temporarily, lawfully stopped at a marked passenger loading zone.~~

(Ord. No. 02-7, § 1, 4-1-02; Ord. No. 05-7, § 4, 4-26-05; Ord. No. 05-8, § 3, 5-3-05)

Chapter XX MOTOR VEHICLE AIR POLLUTION REDUCTION

§ 10-355 Purpose.

This chapter is intended to support the SCAQMD's imposition of the motor vehicle registration fee and to establish a fund to assist the city in complying with the requirements set forth in section 44223 of the California Health and Safety Code in order to receive fee revenues for the purpose of implementing programs to reduce air pollution from motor vehicles.

(Ord. No. 91-17, § 2, 7-1-91)

§ 10-356 Definitions.

As used in this chapter the following words and terms shall have the meaning ascribed thereto:

City shall mean the City of Costa Mesa.

Fee administrator shall mean the finance director of the city or the designee of the director.

Mobile source air pollution reduction programs shall mean any program or project implemented by the city to reduce air pollution from motor vehicles which it determines will be consistent with the California Clean Air Act of 1988 or the plan proposed pursuant to Article 5 (commencing with section 40460) of Chapter 5.5 of Part 3 of the California Health and Safety Code and section 65089 of the California Government Code.

(Ord. No. 91-17, § 2, 7-1-91)

§ 10-357 Administration of motor vehicle registration fee.

- (a) Receipt of fee: The additional motor vehicle registration fees disbursed by the SCAQMD and remitted to the city, pursuant to this chapter, shall be accepted by the fee administrator.
- (b) Establishment of air quality improvement trust fund: The fee administrator shall establish a separate interest bearing trust fund account in a financial institution authorized to receive deposits of city funds.
- (c) Transfer of funds: Upon receipt of vehicle registration fees, the fee administrator shall deposit such funds into the separate account established pursuant to subsection (b) above. All interest earned by the trust fund account shall be credited only to that account.
- (d) Expenditure of air quality trust fund revenues: All revenues received from the SCAQMD and deposited

in the trust fund account shall be exclusively expended on mobile source emission reduction programs as defined in subsection (b) of section 10-356. Such revenues and any interest earned on the revenues shall be expended within one year of the completion of the programs.

- (e) Audits: All programs and projects funded by motor vehicle registration fee revenues received from the SCAQMD pursuant to section 44223 of the Health and Safety Code are subject to an audit to be conducted by an independent auditor selected by the SCAQMD as provided in Sections 44244 and 44244.1(a) of the Health and Safety Code.

(Ord. No. 91-17, § 2, 7-1-91)

Chapter XXI COMMERCIAL VENDING VEHICLES

§ 10-358 Purpose and findings.

The city council of the City of Costa Mesa finds that commercial vending vehicles pose traffic hazards, public health hazards and impact the safety of residents within the City of Costa Mesa. The intent of this chapter is to provide clear and concise regulations to ensure public safety and prevent traffic and health hazards. This chapter is also intended to preserve the peace and welfare of the residents of the City of Costa Mesa.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-359 Definitions.

For the purposes of this chapter:

Chief of police shall mean the police chief or ~~his or her~~their designee.

City attorney shall mean the city attorney or ~~his or her~~their designee.

City planning commission shall mean the planning commission.

City treasurer shall mean the city treasurer or ~~his or her~~their designee.

Commercial vending vehicle shall mean any vehicle, as that term is defined in the California Vehicle Code, which is equipped or primarily used for retail sales of fruits, vegetables or produce or non-food sundries, including but not limited to goods, wares or merchandise, and/or prepared, prepackaged, unprepared, unpackaged food of any kind or any goods, wares or merchandise on any public street, alley or highway or private street or alley within the City of Costa Mesa. The inventory of these vehicles is not necessarily limited to edible items and may include non-food sundries. A human powered device is not a commercial vending vehicle.

Director of development services shall mean the director of development services or ~~his or her~~their designee.

Goods or merchandise includes items and products of every kind and description, including all foods, produce and beverage items.

Human powered device shall mean any device moved by human power, including but not necessarily limited to any pushcart, wagon, bicycle as defined in § 10-4(a), tricycle, grocery cart, or other wheeled container or conveyance.

Mobile vendor shall mean any person as defined in this chapter who:

- (1) Owns, controls, manages and/or leases a commercial vending vehicle; and/or
- (2) Contracts with a person(s) to drive, operate, prepare foods and/or vend from a commercial vending vehicle.

Operator as used in this chapter, shall mean any and all person(s) who drive, operate, prepare foods and/or vend from a commercial vending vehicle.

Person shall mean any natural person, firm, partnership, association, corporation, or other entity of any kind or nature.

Public property shall mean any real property, or interest therein, owned, leased, operated, or otherwise controlled by the City of Costa Mesa other than a street, alley, parkway or sidewalk.

Restocking shall mean any transfer of goods or merchandise to a commercial vending vehicle from any other person or vehicle and includes, but is not limited to loading and delivery.

Risk manager shall mean the city's risk manager or ~~his~~their or ~~her~~ designee.

Vehicle shall mean a device as defined in the California Vehicle Code and shall not include any human powered device.

Vend or vending as used in this chapter means soliciting, displaying, or offering, moving or standing of a commercial vending vehicle for the purpose of searching for, obtaining or soliciting retail sales of produce, fruits, vegetables, prepared or unprepared food, repackaged or unpackaged food or non-food sundries of any kind or any goods, wares, or merchandise for sale or barter or exchange from a vehicle on a public or private street, alley, highway or public place within the city.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-360 **Permit required.**

No person shall own, control, manage, lease or contract with other persons for the operation of a commercial vending vehicle in the city without the appropriate valid permit issued pursuant to the provisions of this chapter in addition to any other license or permit required by the city.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-361 **Operator's permit required.**

- (a) Any person desiring to obtain an operator's permit to engage in the vending of goods or merchandise from a commercial vending vehicle, or the driving of such vehicle, pursuant to this chapter shall make application to the city treasurer or ~~his or her~~their designee. Such application shall be accompanied by a nonrefundable application fee in such amount as established by resolution of the city council. Any such permit shall be required to be renewed annually and a separate nonrefundable application fee paid yearly for such renewal application. Each applicant for an operator's permit shall furnish the following information and documentation as part of or in conjunction with such application:
 - (1) The present or proposed address from which the business is to be conducted, including the location of restocking and overnight parking of the commercial vending vehicle;
 - (2) The full and true name under which the business will be conducted and description of items to be offered for sale;
 - (3) The full and true name and any other names used by the applicant;

- (4) The present residence address and telephone number of the applicant;
 - (5) California driver's license number of the applicant;
 - (6) Acceptable written proof that the applicant is at least 18 years of age. The number of vehicles to be owned, operated, or controlled by the applicant and the makes, body styles, years, serial and engine numbers, license plate numbers, and names and addresses of the registered and/or legal owners of each vehicle;
 - (7) The applicant's height, weight, color of eyes and hair;
 - (8) A description of the logo, color scheme, insignia, and any other distinguishing characteristics of the applicant's vehicles.
 - (9) The permit history of the applicant for the three-year period immediately preceding the date of the filing of the application, including whether such applicant, in previously operating in this city, has ever had any similar license or permit revoked or suspended or has been convicted of a violation of this chapter and, if so, the circumstances of such suspension, revocation or conviction;
 - (10) Written proof in a form satisfactory to the city attorney or risk manager that the applicant is insured under the policy of insurance required for such business pursuant to section 10-371 of this chapter;
 - (11) Such other identification and/or information as the city treasurer or chief of police or ~~his or her~~their designee may require in order to discover the truth of the matters required to be set forth in the application.
- (b) When any charge occurs regarding the written information required in this chapter, the applicant shall give written notification of such change to the city treasurer within 15 days after such change.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-362 Display of operator's permit and business license required.

Each operator shall possess and at all times display in conspicuous view upon the left corner of the front windshield of each such commercial vending vehicle a City of Costa Mesa business license, issued pursuant to Title 9 of this Code, and an operator's permit issued pursuant to this chapter.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-363 Issuance of permit.

The city treasurer shall grant the operator's permit within 10 days after receiving the completed application only if ~~he or she~~they finds that all of the following requirements have been met:

- (a) The required fees have been paid;
- (b) The application conforms in all respects to the provisions of this chapter;
- (c) The applicant has not made a material misrepresentation of fact in the application;
- (d) The applicant has not had a similar permit denied or revoked by the city within one year prior to the date of such application; and
- (e) The applicant does not have any outstanding debt owing to the city and has obtained a valid city business license.
- (f) Where applicable, the applicant has obtained a valid Orange County Health Department permit as

required for food handlers pursuant to Title 8 of this Code and California Health and Safety Code.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-364 Denial of permit.

- (a) If the city treasurer finds that not all of the requirements set forth in section 10-363 as applicable have been met, ~~he or she~~they shall deny the application for the operator's permit. In the event the application for the permit is denied by the city treasurer, written notice of such denial shall be given to the applicant specifying the ground(s) of such denial. Notice of denial of the application for the permit shall be deemed to have been served on the date it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at ~~his or her~~their residence address as set forth in the application or permit.
- (b) Any applicant whose application for a operator's permit has been denied by the city treasurer may appeal such denial to the planning commission by filing a written notice of appeal with the city treasurer within seven days following the date of service of the decision and payment of the appeal fee prescribed by resolution of the city council. The date of filing of said notice of appeal shall be the date said notice and appeal fee are received by the city treasurer.
- (c) No person or entity whose permit is finally denied shall be eligible to apply for a new permit for a period of one year following such denial.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-365 Revocation of permit.

- (a) Any operator's permit may be revoked by the city treasurer for good cause shown including but not necessarily limited to any of the following reasons:
 - (1) Falsification of any information supplied by the permittee upon which issuance of the permit was based.
 - (2) Failure of the permittee or any employees or subcontractors of the permittee to comply with the regulations set forth in this chapter.
 - (3) Conviction of a violation, or plea of guilty or nolo contendere, by the permittee, or any employee, subcontractor or independent contractor of the permittee, of any state law or municipal ordinance while in the course of conducting vending operations from a vehicle pursuant to the permit.
 - (4) Conviction of a violation, or a plea of guilty or nolo contendere, by the permittee of any applicable provision or requirement of this chapter.
- (b) No revocation shall become effective until expiration of the appeal period. Notification of the permit holder shall be made either by personal delivery or by certified or registered mail, return receipt requested, addressed to the permit holder at such permit holder's residence address as set forth on the application for a permit. Service shall be deemed made on the permit holder on the date personally delivered or on the date of mailing. A permit holder may appeal such revocation to the planning commission by filing a written notice of appeal with the city treasurer within seven days following the date of service of such decision and payment of the appeal fee as prescribed by resolution of the city council. The date of filing of said notice of appeal shall be the date said notice and appeal fee are received by the city treasurer. If a timely appeal is filed, the revocation shall be stayed pending the decision of the planning commission. Otherwise, the suspension or revocation shall become effective immediately upon expiration of said appeal period; and
- (c) No person or entity whose permit is revoked shall be eligible to apply for a new permit for a period of one year following such revocation.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-366 Appeals.

Upon receipt of a timely appeal by the planning commission, or its secretary, the commission shall hear such appeal within 30 days following the date of such appeal and shall give the appellant not fewer than five days' advance notice of the date of such hearing. The decision of the planning commission shall be based upon the same criteria as set forth in this chapter which are applicable to the issuance or revocation of such permit. The appellant shall be notified of the decision of the planning commission by mailed, written notice. The decision of the planning commission shall be final and subject to California Code of Civil Procedure section 1094.6. No revocation of a permit pursuant to this chapter shall be deemed effective during the pendency of a timely filed appeal until the date of mailing of the planning commission decision; provided, however, that no permit holder shall operate during any period of time in which the insurance coverage required by this chapter is not in full force and effect.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-367 Enforcement.

The director of development services, director of finance and the chief of police have the authority to enforce the provisions of this chapter. In addition to other remedies, vehicles found in violation of this chapter may be cited and removed in accordance with section 10-69.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-368 Temporary special events permit.

A person wishing to conduct a vending business at any special event shall apply to the city for a temporary vending permit. Application for such a permit must be made at least 30 days prior to the beginning of the event. Applicants must meet the same application requirements as other operators of commercial vending vehicles. The permit is valid only for the duration of the special event. A person granted a temporary permit is subject to the same operating regulations as other operators, except where otherwise specified.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-369 Trash receptacles and removal.

- (a) All commercial vending vehicles shall be equipped with refuse receptacles large enough to contain all refuse generated by the operation of such vehicle consistent with California Health and Safety Code; and
- (b) The operator of the commercial vending vehicle shall pick up all refuse generated by such operation within a fifty-foot radius of the vehicle before such vehicle is moved. All refuse shall be disposed of at an approved solid waste facility.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-370 Hours of operation.

- (a) No vehicle or stand used for vending shall remain on public property during non-operating hours. Overnight parking of commercial vending vehicles on a public street or alley is prohibited as set forth in section 10-186; and
- (b) No vending shall be permitted by any operator or conducted by any vendor on a residential street except between the hours of 9:00 a.m. and 5:00 p.m.

(Ord. No. 97-12, § 3, 5-5-97; Ord. No. 01-25, § 1, 10-01-01)

§ 10-371 Insurance provisions.

All operations conducting business pursuant to this chapter shall have liability insurance covering the vehicle in accordance with the laws of the State of California.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-372 Required stickers, signs and lettering.

- (a) There shall be displayed in a conspicuous place on both the right and left side of the commercial vending vehicle permanently affixed lettering showing the name of the company or operator of the commercial vending vehicle and the business address and telephone number thereof. The lettering for the name of the company or the operator of the commercial vending vehicle shall not be less than four inches in height, shall be in contrast to the color of the background upon which they are placed, and shall have strokes at least three-eighths (3/8) inches wide. The lettering for the operator's business address and telephone number (as listed on the permit) shall not be less than one inch high;
- (b) No other lettering, numbering, price lists, signs or insignia shall be displayed on the right or left side of the commercial vending vehicle so as to interfere with the visibility of the lettering required in subsection (a); and
- (c) Each commercial vending vehicle shall also possess and display a valid Orange County Health inspection sticker affixed to the lower portion of the windshield if the operator is causing the sale of or offering for sale any produce or other food item for which a food handling permit or other health permit is required.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-373 Sound-making devices.

No bell, horn, music or other amplified or non-amplified sound-making device may be used to advertise, draw attention to, or announce the presence of any commercial vending vehicle. This section shall not prohibit use of vehicle horns required by the California Vehicle Code, provided that use of such horns shall be limited to the purposes specified in said code.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-374 Prohibited conduct.

- (a) No person shall vend from a commercial vending vehicle which is stopped, parked or standing on any public street, alley or highway in any of the following situations:
 - 1. Within 500 feet of any active public school property, park, playground or recreational facility;
 - 2. Within 300 feet of any other commercial vending vehicle which is engaged in the operation of vending;
 - 3. Within 100 feet of an intersection, including public alleys;
 - 4. When the posted speed limit on the public street, alley or highway is greater than 35 miles per hour;
 - 5. When the commercial vending vehicle is parked in violation of any other provision of this Code or the California Vehicle Code;
 - 6. When the commercial vending vehicle is not duly registered and licensed by the State of California or exceeds an unladen weight of 6,000 pounds;
 - 7. When any part of the commercial vending vehicle is open to prospective customers other than on the side of the vehicle next to the right side of the street or highway;

8. When the commercial vending vehicle is not legally stopped, parked or standing on the right side of the street or highway;
 9. When the prospective customer is standing or sitting in another vehicle.
 10. When the prospective customer is located in that portion of the street, alley or highway which is open to vehicular traffic; and
 11. When the commercial vending vehicle is on or within any parkway, alley, sidewalk, driveway, a no “parking” area as defined by this Code or other public property that is not a street or highway.
- (b) Restocking of a commercial vending vehicle is prohibited on a public street or alley as set forth in this title;
 - (c) No commercial vending vehicle shall attach or receive any utilities from private or public property;
 - (d) Operators of commercial vending vehicles shall not conduct the business of vending in any location for a period in excess of 10 minutes and said vehicle must be moved a distance of not less than 100 feet between each successive location at which vending occurs;
 - (e) No additional lighting other than that required by the California Vehicle Code and Health and Safety Code may be installed or operated on a commercial vending vehicle; and
 - (f) All commercial vending vehicles are prohibited from operating on private property except, with the permission of the property owner or ~~his or her~~their agent, commercial vending vehicles shall be permitted to provide meals/snacks for employees at private property locations (such as construction sites) for a period of 30 minutes or less (such as construction sites).

§ 10-375 Applicability of regulations to existing businesses.

The provisions of this chapter shall be applicable to all persons and businesses described herein whether the herein described activities were established before or after the effective date of the ordinance enacting this chapter into law. All such persons and businesses shall have 30 days from said effective date to file a completed application for an operator’s permit with the city.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-376 Conducting as a nuisance.

Any commercial vending vehicle operated contrary to the provisions of this chapter shall be hereby declared to be unlawful and a public nuisance and the city attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal or injunction thereof, in the manner provided in this Code, and may take such other steps and may apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from operating a commercial vending vehicle contrary to the provisions of this chapter.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-377 Penalty for violation.

Every violation of the provisions of this chapter shall be deemed to be a misdemeanor punishable pursuant to section 1-33 of this Code. Each and every day of any violation of any provisions of this chapter shall constitute a separate and distinct offense.

(Ord. No. 97-12, § 3, 5-5-97)

§ 10-378 Exemptions.

The requirements of this chapter shall not apply to:

- (a) Any person delivering any goods or merchandise by vehicle where such goods or merchandise have been ordered in advance for such delivery from any business located at a permanent location regardless of the point of sale thereof; and
- (b) Any person engaged in the vending of goods or merchandise on public property where such persons have been authorized by the city to engage in such activity by a permit, lease, real property license, agreement, or other entitlements issued by the city for such purpose.

(Ord. No. 97-12, § 3, 5-5-97)



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-286

Meeting Date: 7/16/2024

TITLE:

ORANGE COUNTY POWER AUTHORITY - FEASIBILITY STUDY

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: LORI ANN FARRELL HARRISON, CITY MANAGER

CONTACT INFORMATION: LORI ANN FARRELL HARRISON, CITY MANAGER, (714) 754-5328

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager and City Attorney to issue a non-disclosure agreement to release City of Costa Mesa load data from Southern California Edison (SCE) to the Orange County Power Authority (OCPA) to conduct a feasibility study to determine whether joining OCPA is mutually beneficial.

BACKGROUND:

The California State Assembly Bill 117 (AB117) enacted in 2002, gave cities and counties the ability to aggregate the electric loads of residents, businesses, and public facilities to facilitate the purchase and sale of energy. It allowed local governments to form Community Choice Energy (CCE) programs that offer an alternative electric power option to constituents currently served electric power by investor-owned utilities (IOUs). There are several CCEs throughout California with the intent to deliver competitive rates, promote local control, reduce greenhouse gas (GHG) emissions, increase renewable energy, and potentially enhance economic activity by creating local jobs.

Under the CCE model, local governments purchase and manage their community's electric power supply, sourcing power from a preferred mix of traditional and renewable generation sources, while the incumbent IOU, in our case Southern California Edison, continues to provide distribution service. CCE is a customer opt-out program where the CCE provides power supply and behind the meter services, including energy efficiency programs, net energy metering, or other programs that promote the deployment of distributed energy resources (DERs). This gives CCEs the opportunity to design and potentially reduce retail rates for their constituents, promote local economic development, and offer a cleaner power supply while building resilience.

History of OCPA

With start-up funding from the City of Irvine, the Orange County Power Authority (OCPA) was formed in 2020 to provide customers with an alternative power provider that may offer higher levels of 'cleaner' or 'greener' electric power than default levels offered by current providers, Southern California Edison (SCE) and San Diego Gas and Electric (SDGE).

In April 2022, OCPA began providing power to commercial customers in Irvine, Huntington Beach, Buena Park, and Fullerton. OCPA began providing power for residential customers in October 2022.

ANALYSIS:

The City of Costa Mesa previously considered joining OCPA. In early 2020, the City of Irvine sent invitation letters to Orange County Cities to initiate discussions on a potential CCE partnership. After much consideration, at the regular Costa Mesa City Council meeting on November 17, 2020, the City Council voted to have the City Manager and City Attorney negotiate the final terms of the CCE agreement with OCPA. However, due to the precedence of the COVID-19 pandemic, and the leadership structure of the OCPA at the time, the City did not execute an agreement with OCPA.

In early 2024, representatives from OCPA and several Council Members requested the reconsideration of an agreement between the City of Costa Mesa and OCPA given the experience gained by OCPA over the past four years since inception. In order to consider whether joining OCPA could be mutually beneficial, OCPA recommended conducting a feasibility study. To conduct a feasibility study, OCPA requires a non-disclosure agreement to facilitate the procurement and analysis of Southern California Edison (SCE) load data. The feasibility study is a basic first step to determine the potential benefits of joining OCPA.

According to OCPA, the procurement of Southern California load data takes approximately 12 weeks. Once the data is procured, OCPA would conduct an internal load data analysis and produce a feasibility study, which would take approximately six weeks. After the conclusion of the study, the results would be presented to the City Council, at which point a determination could be made as to whether the City should further evaluate joining the joint powers authority for the community's benefit.

ALTERNATIVES:

City Council may choose not to authorize the non-disclosure agreement.

FISCAL REVIEW:

The Finance Department has reviewed the report and concludes that there is no fiscal impact of authorizing an NDA for the purpose of conducting a feasibility study.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's goal to Advance Environmental Sustainability and Climate Resiliency.

CONCLUSION:

Staff recommend the City Council authorize the City Manager and City Attorney to develop a non-disclosure agreement to release City of Costa Mesa load data from Southern California Edison (SCE) to the Orange County Power Authority (OCPA) in order to conduct a feasibility study.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-283

Meeting Date: 7/16/2024

TITLE:

OPTION TO LEASE AGREEMENT TO CONSTRUCT AND OPERATE A 70-UNIT AFFORDABLE SENIOR AND SUPPORTIVE HOUSING PROJECT LOCATED AT THE CITY'S SENIOR CENTER, 695 WEST 19TH STREET

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

PRESENTED BY: VICTOR MENDEZ, SENIOR PLANNER

CONTACT INFORMATION: VICTOR MENDEZ, SENIOR PLANNER, (714) 754-5276

RECOMMENDATION:

Staff recommends the City Council review and approve the proposed "Option to Lease Agreement" for a term that will expire on October 31, 2024, with one possible 120 day extension. The purpose of the agreement is for Jamboree Housing to apply for Project-Based Vouchers issued by the County of Orange.



Agenda Report

Item #: 24-283

Meeting Date: 07/16/2024

TITLE: OPTION TO LEASE AGREEMENT TO CONSTRUCT AND OPERATE A 70-UNIT AFFORDABLE SENIOR AND SUPPORTIVE HOUSING PROJECT LOCATED AT THE CITY'S SENIOR CENTER, 695 WEST 19TH STREET

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: VICTOR MENDEZ, SENIOR PLANNER

CONTACT INFORMATION: VICTOR MENDEZ, SENIOR PLANNER, (714) 754-5276

RECOMMENDATION:

Staff recommends the City Council review and approve the proposed "Option to Lease Agreement" for a term that will expire on October 31, 2024, with one possible 120 day extension. The purpose of the agreement is for Jamboree Housing to apply for Project-Based Vouchers issued by the County of Orange.

BACKGROUND:

The property is located within the 19 West Urban Plan. Existing development on the subject property includes the City of Costa Mesa Senior Center which was constructed in the 1990s (approved under Conditional Use Permit PA-90-60). The Senior Center is an approximate 20,000-square-foot, two-story building with a 145 space surface parking lot. The original vision and concept for the Senior Center several decades ago included a senior housing component with 46 units. However, at the time of development, the City Council decided to not proceed with the senior housing component.

The proposed development would include a new 70-unit senior residential building to be developed on a portion of the Senior Center's existing surface parking lot. The project does not propose any changes to the existing Senior Center building.

On July 21, 2020, the City Council approved an Exclusive Negotiating Agreement (ENA) with Jamboree Housing Corporation (JHC) to study and determine the feasibility for the right to acquire a long-term leasehold for an affordable senior housing project to be developed on a portion of the City's Senior Center parking lot. JHC is a non-profit affordable housing developer that has developed nearly 100 affordable housing projects throughout California. The ENA term was approved for a one-year period with an allowed 120-day extension. Although a 120-day extension was granted by the City, the ENA expired in 2022. Staff continued to work diligently with JHC to submit for entitlements.

The July 21, 2020 agenda report and meeting video are provided in the links below:

July 21, 2020 City Council Agenda Report:

<http://ftp.costamesaca.gov/costamesaca/council/agenda/2020/2020-07-21/NB-5.pdf>

July 21, 2020 City Council Meeting Video:

https://costamesa.granicus.com/player/clip/3578?view_id=10&redirect=true&h=c234f40997ffc17e74bd793e125b476f

On February 20, 2024, the City Council reviewed a project screening for the proposed senior and supportive housing development, in accordance with the 19 West Urban Plan. The purpose of the screening review is to receive City Council comments on the merits and appropriateness of the proposed development before the applicant submits the formal planning application(s). The City Council indicated that they supported the project moving forward with a suggestion that JHC consider adding more residential units. The project application has been submitted and staff and the applicant are currently working to complete the project application for review by the Planning Commission and the City Council.

As currently proposed, the JHC project includes a 41,592 square-foot, four-story building with a total of 70 residential units. The development focuses on providing affordable housing for seniors, offering primarily one-bedroom units and several two-bedroom units, including one unit designated for the site manager. The units, excluding the manager's unit, will be available to seniors with income levels ranging from 30% to 60% of the Area Median Income (AMI). Out of the 70 units, 34 are proposed as permanent supportive housing for seniors. Ground-level amenities facing 19th Street will include office spaces, a community room, media lounge, and a dog run, with podium parking located behind. Above the ground floor, the project proposes an outdoor courtyard, fitness center, laundry room, and library. The current site has 145 parking spaces available. However, due to the building's placement on a portion of the parking lot, the number of parking spaces will be reduced to 133.

ANALYSIS:

Jamboree Housing Corporation is in the competitive process of responding to a Notice of Funding Availability (NOFA) issued by the County of Orange for "Project Based Vouchers" (PBVs) for the proposed housing project. JHC is applying for 34 PBV's. The PBV's are critical for the financial feasibility of the project as they allow the project to leverage additional funding while targeting the low-income senior population that this project will serve. One of the threshold criteria to qualify for this funding application is the need to demonstrate site control. At this time, JHC cannot demonstrate site control since the ENA has expired. The Option to Lease is a mechanism to demonstrate site control without a fully negotiated "Ground Lease". To ensure adequate time for the necessary discussions and approvals, staff is also recommending that the City Manager be authorized to extend the Option to Lease once for the maximum period of one-hundred twenty (120) days. The final lease and affordable housing agreement is subject to City Council approval and will be brought to Council concurrently with the final review of the project. According to the JHC applicant team, PBV funding is now in the third application review period and this project will be competing for funding with projects throughout the County. JHC has stated that securing vouchers is a critical initial step in the financing process because it qualifies them to apply for subsequent public funding as it becomes available.

California Environmental Quality Act (CEQA)

The City Council review of the option to lease is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule), in that there is no possibility that the approval of the option to lease will have a significant impact on the environment. When the proposed project moves forward and the applicant completes a formal planning application, the project is subject to environmental review pursuant to the California Environmental Quality Act. Staff will review the proposed project, including a site lease, based on a comprehensive evaluation of the project impacts as required by State Law. It is also possible that current State Law exempts the affordable housing project from environmental review pursuant to Government Code Section 15194 or other regulations, if it complies with certain criteria based on, but not limited to, project size and location.

ALTERNATIVES:

The City Council can approve the proposed option to lease agreement, or not approve the agreement. If the option to lease agreement is not approved, development of the project could be subject to significant delays in that funding would not be available at the time the project receives local approval.

FISCAL REVIEW:

There is no fiscal impact to the City associated with the proposed option to lease agreement.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and option to lease agreement and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

- Diversify, stabilize and increase housing to reflect community needs.

CONCLUSION:

Public funding is a critical component of the development of affordable and supportive housing. JHC has requested the approval of the option to lease agreement to obtain this funding and apply for other sources to fund the project development. The option to lease agreement does not obligate the City to approve any site negotiation aspects, but instead allows for JHC to obtain project funding that could be available at the time of construction. In addition, the City's approved Housing Element Program 2D includes an objective to pursue opportunities for senior housing on the City's Senior Center site.

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between CITY OF COSTA MESA, a California municipal corporation (“**Optionor**” or “**City**”), and JHC-ACQUISITONS LLC, a California limited liability company (“**JHC**”). Optionor and JHC are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Optionor currently owns fee title to that certain real property located at 695 W. 19th Street (APN 424-211-01), in the City of Costa Mesa (“**City**”), County of Orange (“**County**”), State of California, as more particularly described on Exhibit “A” attached hereto (the “**City Property**”). The City Property is improved with the Costa Mesa Senior Center and adjoining parking lot.

B. JHC desires to develop and operate on an approximately one and five tenths (1.5) (net) acre portion of the parking lot portion of the City Property (the “**Property**”) a senior affordable rental housing development apartment community containing approximately seventy (70) dwelling units, one (1) of which 70 units shall be an unrestricted manager’s unit, with approximately thirty-four (34) of the rental units set aside as permanent supportive housing for seniors experiencing homelessness, and the balance of the rental units restricted for seniors earning 60% or less of the area median income, (the “**Affordable Housing Project**”).

C. Optionor and Jamboree Housing Corporation, a California nonprofit public benefit corporation (“**Jamboree**”), which serves as the Manager of JHC, previously entered into that certain Exclusive Negotiating Agreement, dated May 26, 2021 (the “**ENA**”), pursuant to which Optionor and Jamboree agreed to negotiate in good faith on the terms of an affordable housing agreement and associated ground lease (collectively, an “**AHA**”). The City Manager of the City extended the “Negotiating Period” under the ENA to September 19, 2022.

D. Optionor and JHC desire to enter into this Agreement to provide for Optionor to grant to JHC and for JHC to obtain from Optionor an option to lease the Property upon the terms more particularly set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT1. Grant of Option.

(a) Option. Optionor hereby grants to JHC the option (the “**Option**”) to lease the Property on the terms and conditions set forth in this Agreement.

(b) AHA Form. Prior to the exercise of the Option, Optionor and JHC shall reach agreement on the final form, terms and conditions of the AHA, which AHA shall incorporate the basic terms set forth on Exhibit “B” attached hereto, and such other terms as the Parties deem

appropriate. Upon the mutual agreement of the final form, terms and conditions of the AHA, the Parties shall attach the form of the AHA, to this Agreement as a substitute Exhibit “B”. If Optionor and JHC do not agree in writing on the form, terms and conditions of the AHA prior to the expiration of the “Term” (as hereinafter defined), this Agreement and the Option shall automatically terminate, without the need of any notice or documentation, and neither Party shall have any further rights or obligations hereunder.

2. Term of Option.

(a) Term. The term of the Option shall be for a period commencing on the Effective Date and ending 5:00 p.m. (California time) on October 31, 2024 and any authorized extension thereof (the “**Term**”).

(b) Exercise of Option. At any time during the Term after the Parties have agreed on the terms and conditions of the AHA, and the City Council of the City has considered and approved the AHA, JHC may exercise the Option by giving written notice to Optionor of its exercise of the Option (the “**Option Notice**”). Promptly after the exercise of the Option, JHC and Optionor shall execute and deliver the AHA.

(c) Expiration. The Option shall expire at 5:00 p.m. (California time) on the last day of the Term.

3. Option Consideration. The Option is granted in consideration of JHC’s payment to Optionor of the sum of Ten Dollars (\$10.00). JHC shall pay such amount to Optionor upon the execution of this Agreement.

4. Right of Entry on the Property. During the Term, at JHC’s sole cost and expense, JHC and its designated agents, representatives, contractors, architects, consultants, engineers and employees (collectively, the “**JHC Entities**”) shall have the right to enter and inspect the Property, make surveys and conduct such soils, engineering, hazardous or toxic material, pollution, seismic or other tests, studies and investigation as JHC may require (collectively, the “**Inspections**”), pursuant to the terms of this Section 4.

(a) JHC shall cause the Inspections to be conducted during regular business hours (7:00 a.m. to 6:00 p.m., Monday through Friday) upon not less than twenty-four (24) hours’ prior written notice to City. City may have a representative present at any Inspections of the Property.

(b) In conducting its Inspections at the Property, JHC and the JHC Entities shall: (i) not damage any part of the Property (other than invasive testing conducted in accordance with Sections 4(c) and (d) below) or any personal property owned or held by any third party; (ii) promptly repair any damage to the Property resulting from the entry by JHC or the JHC Entities or from any such Inspections; (iii) comply with all applicable laws; and (iv) not permit any liens to attach to the Property by reason of the exercise of JHC’s rights hereunder.

(c) Notwithstanding anything to the contrary in this Section 4, JHC shall not undertake any invasive testing, including, without limitation, taking samples of any kind or type from the Property, without City’s prior written approval, which approval shall not be unreasonably

withheld, conditioned, or delayed.

(d) Promptly upon completion of each Inspection, JHC shall cause the portion of the Property subject to such Inspection to be restored to the condition existing immediately prior to such Inspection, to the maximum extent reasonably commercially feasible. JHC shall provide City, at no additional charge and without representation or warranty of any kind, with copies of non-proprietary reports prepared by third parties for JHC in connection with the Inspections within three (3) business days of JHC's receipt of the same.

(e) JHC's obligations under this Section 4 shall survive the expiration or termination of this Agreement.

5. Optionor's Cooperation in Seeking Permits and Approvals. During the Term, JHC may meet, as allowed by applicable law, with all city, county, district and other governmental entities to discuss JHC's proposed development of, and other matters relating to, the development of the Property and may obtain all project approvals that JHC may deem necessary or advisable in connection therewith. Provided Optionor does not incur any liabilities or out-of-pocket costs except those authorized by Optionor and without binding the Property prior to the execution and delivery of the AHA in any way, Optionor agrees to reasonably cooperate with JHC in any such matters and execute any and all documents or join in any applications if allowed by law that may be required to obtain all such project approvals in connection with the development of the Property. However, the Parties agree that this Agreement shall not be binding on the City Council, the Planning Commission, the Zoning Administrator, the Building Official, City Attorney or City Engineer of the City regarding any approvals of the Affordable Housing Project required by such bodies or officers, including but not limited to compliance with the provisions of CEQA. JHC obtains no right to develop the Affordable Housing Project on the Property by virtue of this Agreement. Optionor acknowledges JHC may have to process a parcel map to subdivide the Property from the balance of the City Property. As of the Effective Date, the proposed configuration of the Property is as depicted in Exhibit "C" attached hereto.

6. Notices. All notices or other communications made pursuant to this Agreement shall be in writing and shall be served to the Parties at the following addresses (i) mailed by certified mail, postage prepaid, return receipt requested; (ii) sent by express delivery service, charges prepaid with a delivery receipt; or (iii) personally delivered with a delivery receipt:

Optionor: City of Costa Mesa
77 Fair Drive
Costa Mesa, California 92626
Attention: City Manager

With a copy to: Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835
Attention: Kimberly Hall Barlow

JHC: JHC-Acquisitions LLC
c/o Jamboree Housing Corporation
17701 Cowan, Suite 200

Irvine, CA 92614
Attention: Tish Kelly

With a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Patrick D. McCalla

All notices shall be deemed received on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable. Either Party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other Party in the manner provided in this Section.

7. Assignment of Option. With ten (10) days prior written notice to Optionor, JHC may assign its rights and obligations under this Agreement to a limited partnership in which a limited liability company managed by Jamboree is the general partner (“**Partnership**”), provided that such assignment is consistent, in the reasonable discretion of the City Manager, with the intent of this Agreement. Except as provided in the preceding sentence, JHC may not assign its rights or obligations under this Agreement without the prior written consent of Optionor.

8. Binding Effect. This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

9. Time. Time is of the essence of this Agreement.

10. Further Documents. Upon the reasonable request of the other Party, each Party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

11. Exhibits. All exhibits attached to this Agreement and referred to in this Agreement are incorporated into this Agreement by this reference as though they were fully set forth in this Agreement.

12. Commission. Each Party to this Agreement represents to the other Party that it has not engaged or used the services of any person, firm or corporation that may claim a broker’s commission or finder’s fee upon execution of this Agreement, the exercise of the Option or the execution of the AHA, and each Party hereto agrees to hold the other Party harmless from any loss, damage, expense or liability, including attorney’s fees, resulting from any claim by any person, firm or corporation based upon its having acted as broker or finder on behalf of said indemnifying Party.

13. Captions. The captions of the sections/paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

15. Attorney's Fees. In any action between JHC and Optionor to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees and expert witness fees.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the matters set forth herein, and supersedes all prior agreements between the Parties respecting such matters.

[END OF AGREEMENT - SIGNATURES ON FOLLOWING PAGE]

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

“Optionor”

CITY OF COSTA MESA, a California municipal corporation

By: _____
City Manager

ATTEST:

Brenda Green, City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney

“JHC”

JHC-ACQUISITIONS LLC, a California limited liability company

By: Jamboree Housing Corporation, a California nonprofit public benefit corporation

By: _____
Name: Michael Massie
Title: Executive Vice President and Chief Development Officer

EXHIBIT “A”

LEGAL DESCRIPTION OF THE CITY PROPERTY

Real property located in the City of Costa Mesa, County of Orange, State of California, described as follows:

Lot 501, Newport Mesa Tract, as per map recorded in Book 5, Page 1 of Miscellaneous Maps in the office of the County Recorder of said county.

Except the easterly 160 feet.

Also except one-half of all oil, gas, minerals and hydrocarbon substances in or under all of the above described land; however, no right is reserved to enter on the surface of said property for the purpose of exploring for or extracting oil, gas and minerals, as reserved in the deeds from Elizabeth W. Farrar and others, recorded August 11, 1953 in Book 2553, pages 624 and 628 of official records, and in Book 2554, pages 23 and 10 of official records.

APN 424-211-01

EXHIBIT "B"

TERMS OF AHA

1. The "**Closing Date**" shall mean and refer to the date which is the later of the following: (a) five (5) business days following the date JHC has obtained its entitlements for the development of the project, (b) five (5) business days following the date the final map creating a separate legal parcel for the Property has been recorded (applicable only if final map is required by either Party), or (c) one hundred eighty (180) days after JHC has received written binding commitments for the financing required for development of the Affordable Housing Project. Notwithstanding the foregoing, JHC shall have the right to extend the Closing Date for a maximum of an additional ninety (90) days by delivering written notice of such election to Optionor not later than five (5) days prior to the then scheduled Closing Date; provided JHC has timely satisfied or waived its financing contingency.

2. The Parties will cause the title company to issue the Partnership an ALTA leasehold owner's extended coverage policy of title insurance with liability in the amount required by the tax credit investor showing title to the leasehold estate in the Property vested in the Partnership free and clear of exceptions and encumbrances except non-delinquent general and special real property taxes and assessments, easements, encumbrances, covenants, conditions, restrictions, rights of way and other matters of record approved by JHC and the standard preprinted exceptions of exclusions from coverage set forth in the title policy along with such endorsements as may be reasonably requested by JHC.

3. All items of income and expense related to the Property, including non-delinquent real property taxes and assessments shall be prorated to the Closing Date.

4. Optionor agrees to negotiate as to whether it shall pay any portion of the escrow fee, documentary transfer taxes and title insurance premiums for that portion of the owner's leasehold title policy which would be incurred for a standard CLTA form of owner's leasehold title insurance policy. JHC shall pay a minimum of one-half (1/2) of the escrow fee, all title insurance premiums associated with any title insurance coverage required by any lender, and all of that portion of the owner's title policy premium which is attributable to the additional cost of ALTA extended coverage, if applicable, the cost of any survey of the Property requested by JHC and the cost of any title endorsements requested by JHC and the cost of any recording fees charged in connection with the transaction.

5. The AHA shall contain representations and warranties from Optionor and JHC to be agreed to by the Parties. Otherwise, the leasehold estate in the Property shall be acquired by the Partnership in its AS-IS, WHERE-IS and SUBJECT TO ALL FAULTS condition.

6. The AHA shall require the Partnership to construct and thereafter operate the Affordable Housing Project on the Property, pursuant to the terms of a regulatory agreement to be recorded against the Partnership's leasehold estate.

7. The AHA shall contain such other terms and conditions as agreed to by the Parties.

8. The leasehold estate shall be established through a ground lease, the form of which will be attached to the AHA (the “**Lease**”), which Lease shall contain the following terms:

a. The term of the Lease will be for ninety-nine (99) years if authorized by law unless a different term is required by the tax credit investor or any lender.

b. The annual rent shall be \$1.00.

c. The Lease shall be on a triple-net basis with tenant being responsible for all expenses of the Property.

d. The Lease will permit the Partnership to encumber the leasehold estate and will contain customary mortgagee protection provisions acceptable to the Partnership’s construction and permanent lender and tax credit investor.

e. The Lease may not be terminable by the Optionor for any reason during the initial construction period and the tax credit compliance period.

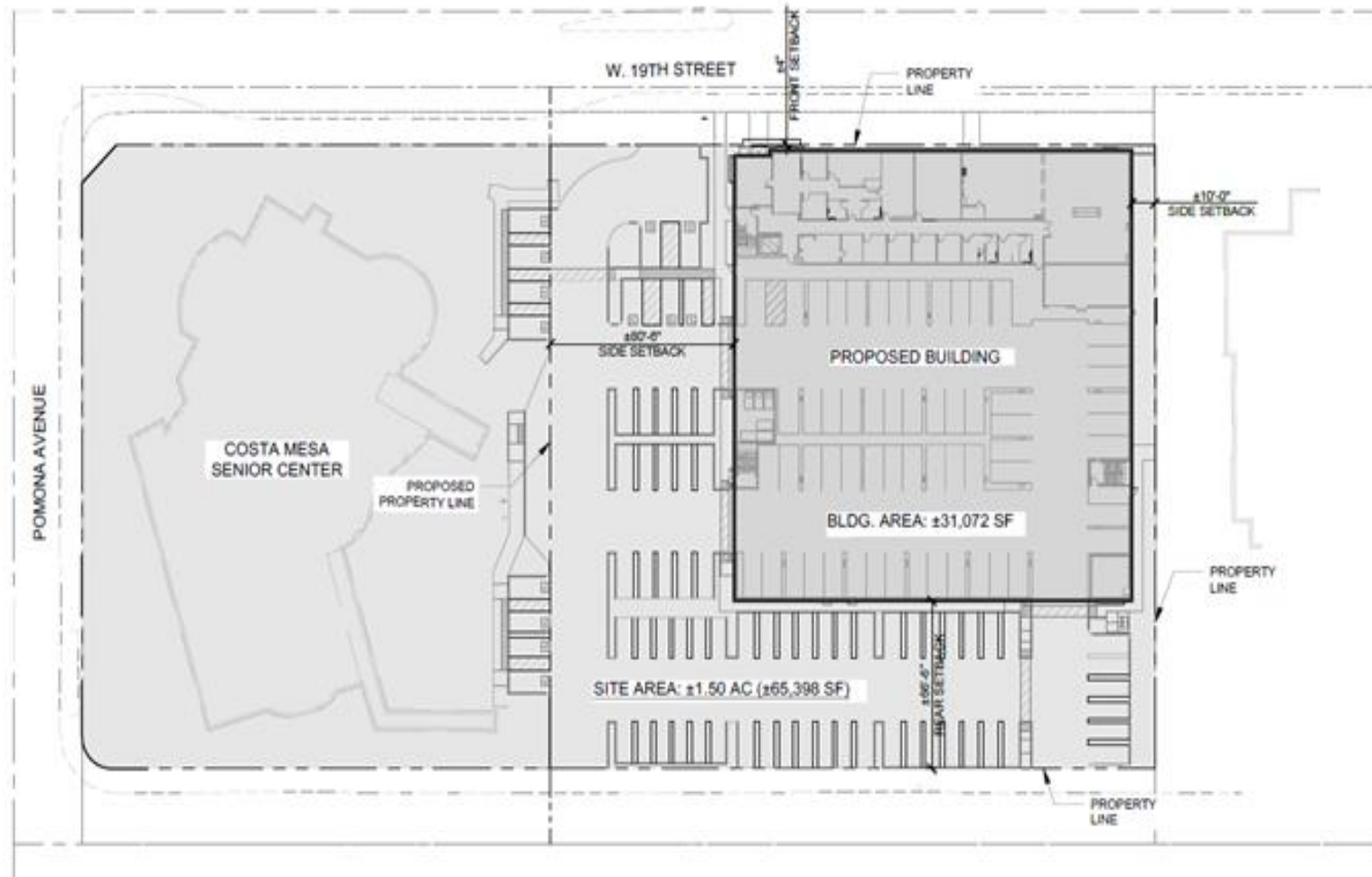
f. The Lease will contain the TCAC prescribed form of Ground Lease Rider, and any other rider required by a project lender.

g. The commencement date of the Lease shall mean and refer to the date that the tax credit and construction financing for the proposed project closes.

h. The Lease shall contain such other terms and conditions as agreed to by the Parties.

EXHIBIT "C"

PROPOSED CONFIGURATION OF PROPERTY





CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-280

Meeting Date: 7/16/2024

TITLE:

APPROVE PROPOSED DESIGN IMPROVEMENTS FOR KETCHUM-LIBOLT PARK

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ADMINISTRATION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council approve the conceptual design plan, park theme, and park components for the proposed improvements at Ketchum-Libolt Park, 2150 Maple Street, Costa Mesa.

BACKGROUND:

The less than half-acre Ketchum-Libolt Park was constructed in August 2005 as a tribute to fallen Costa Mesa Police Officers James "Dave" Ketchum and John "Mike" Libolt whose lives were lost in a helicopter crash on March 10, 1987. Despite its small size, the current park includes a playground featuring elements for young children, a seating area and benches, turf, and a large concrete pad that is used by the City's mobile recreation van.

The park is an integral part of the community in serving the nearby residents with recreational amenities. The proposed improvements will enhance the playground equipment, play area, landscaping, irrigation, lighting, and supporting facilities.

In 2023, the City contracted with Pat West, LLC, and City Fabrick to conduct several community outreach meetings for the Ketchum-Libolt Park expansion. Preliminary park design options and renderings were discussed with the City's Parks and Community Services (PACS) Commission on August 10, 2023.

On January 16, 2024, the City Council awarded Architerra Design Group (Architerra) as the consultant to provide design services for the Ketchum-Libolt Park expansion project.

ANALYSIS:

Architerra, based on input from prior community meetings, developed conceptual plans for the Ketchum-Libolt Park expansion. A community outreach meeting was held on May 8, 2024, at Ketchum-Libolt Park to review conceptual plans. Notices were sent out to neighboring residents in the surrounding area, and the meeting generated a significant turnout, as residents and community stakeholders shared their opinions and ideas on the conceptual plans. The City's consultant,

Architerra, and staff presented design boards with various options. Community members were encouraged to provide their comments, as well as indicate their preference for various features using “dot” stickers. In addition, for those who could not attend the community outreach meeting, a City-sponsored online opinion survey was commissioned to obtain additional input.

Of the conceptual designs presented and based on the voting results and comments gathered during the outreach meeting, it was determined that the majority of the public selected the Coastal design option, which is shown as Attachment 1. The theme for the park was a near tie between “Whimsical” and “Police & First Responders.” The remaining park components and the community feedback generated are shown in Attachment 2.

Architerra and staff presented the conceptual park plan, park themes and park components to the Parks and Community Services (PACS) Commission on June 27, 2024, for review and recommendation for City Council approval. The PACS Commission passed a motion to recommend to the City Council to accept the Coastal design option with the “Police & First Responders” theme.

During the PACS Commission meeting, two members of the public (not residents of the local neighborhood or District 4) expressed concern about the lack of a restroom facility in the new design. This concern was not shared by neighborhood residents living in closest proximity to the park. As such, the PACS Commission supported the staff recommendation, as presented, but suggested that Council may want to consider including a restroom, if feasible.

It is important to note that restroom facilities were not included in the scope of the project as the intent of the project was to maximize the use of open space to enhance recreational and open space opportunities for the neighborhood’s park patrons that do not currently have many open space opportunities. The total park area is somewhat small, approximately a third of an acre, and providing a restroom would reduce open park space and/or playground amenities. The inclusion of a restroom would also increase the scope of work, require additional funding and a re-design of the park to accommodate a restroom. This would result in a reduction of the park’s amenities for residents already experiencing fewer park and open space options than other parts of the City.

The total estimated cost of the project as currently proposed in the conceptual layout is approximately \$1.5 million. Providing a restroom will require a re-design at a cost of approximately \$30,000 and additional construction cost of approximately \$350,000. Additionally, during the public outreach meetings staff received feedback from neighborhood residents that did not support the installation of restroom facilities at this park.

Upon the approval of the design concept and theme by the City Council, staff will instruct Architerra to proceed with the final design plans, specifications, and cost estimates.

ALTERNATIVES:

The City Council may choose to provide suggestions to revise the proposed conceptual design plan or recommend staff to pursue a different design plan. Staff does not recommend this alternative as this would significantly delay this grant- funded project, as well as increase costs. This project is funded by a state earmark with reporting requirements with a deadline to expend all funds by January 31, 2026.

FISCAL REVIEW:

Funds for this project are available from the \$1.2 million State budget (Fund 231) earmarked from state Assemblymember Cottie Petrie-Norris adopted in the Fiscal Year 2023-24 Capital Improvement Program (CIP) budget, and approximately \$1.3 million from prior year adopted City budgets in Fiscal Year 2022-23 that include Park Development Fees Fund (Fund 208), Capital Improvement Fund (Fund 401), and Prop 68 Per Capita Grant.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

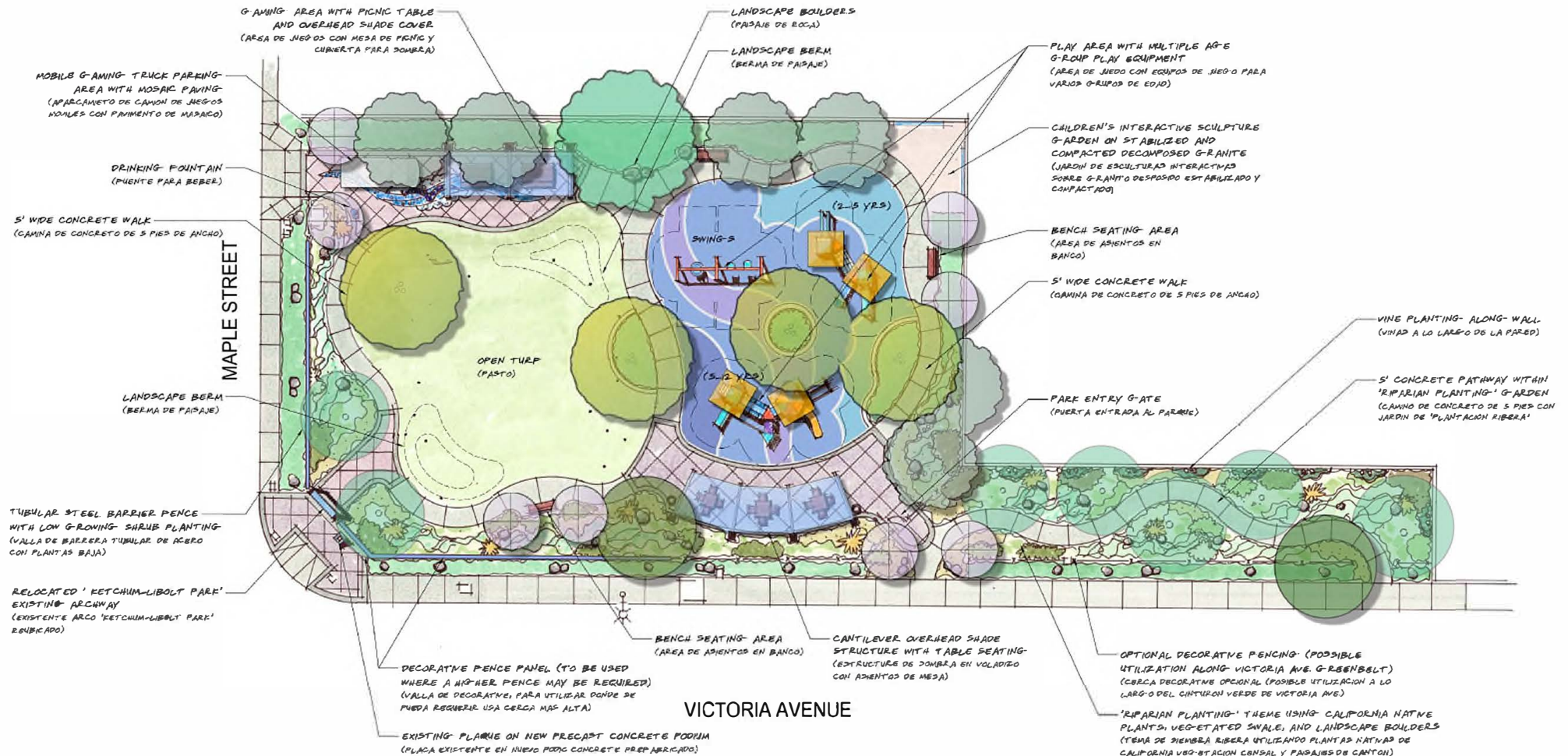
This project works towards achieving the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council approve the conceptual design plan, park theme, and the park components for the proposed improvements at Ketchum-Libolt Park, 2150 Maple Street, Costa Mesa.

Ketchum Libolt Park



KETCHUM-LIBOLT PARK RENDERING – COASTAL DESIGN OPTION



KETCHUM-LIBOLT PARK RENDERING – COASTAL DESIGN OPTION





Ketchum-Libolt Park Expansion

Community Outreach Meeting

Date & Time: 05/08/24 at 6:00 pm

Client Name: City of Costa Mesa

City Staff: Raja Sethurman, Irina Gurovich, Monique Villasenor, Robert Ryan, Angel Garcia, Brian Gruner

City Officials: Councilman Manuel Chavez, Parks Commissioner Terry Wall

ADG: Gregg Denson, Kay Kite

Location: Ketchum Libolt Park, Costa Mesa

Boards showing proposed conceptual layouts & theming were displayed on easels. Boards for voting on theming, play components, and other park elements were displayed on tables behind the layout easels. Community members were provided with 8 stickers to place on preferred options. Design personnel from ADG and City staff were present to explain the process, go over the boards with attendees, and answer questions.

- **Results of Community Voting:**
 - **Park Layout Options (choose 1):**
 - Option 1 (play area at corner) – 8 votes
 - Option 2 – (turf area at corner) 26 votes
 - **Theming (choose 1):**
 - Whimsical or Other – 31 votes
 - Police & First Responders – 28 votes
 - Ocean & Beaches – 8 votes
 - Nature & Garden – 4 votes
 - **Play Components (choose 3):**
 - Slides – 20 votes
 - Movement – 16 votes
 - Spinners – 15 votes
 - Swings – 13 votes

- Net Play – 9 votes
- Sensory Walls – 6 votes
- Climbers – 4 votes
- Crawlers & Tubes – 3 votes
- **Additional Components (choose 3):**
 - Butterfly Garden – 19 votes
 - Integrated Shade – 18 votes
 - Nature Play – 16 votes
 - Animals & Insects – 14 votes
 - Educational & Music – 9 votes
 - Integrated Slope Play – 7 votes
 - Whimsical Play – 5 votes
 - Art Activity Wall – 4 votes







- **Additional feedback from residents.**
 - Residents on the adjacent street would like to see some sort of access from the adjacent cul-de-sac.
 - Only access is to go around the entire block.
 - Potential of adding a pedestrian gate for direct connection from Miner Street to Butterfly Garden.
 - Kids running into the street is a large concern.

- Make sure all access points have gates that are self-closing but still conform to ADA requirements for opening force.
- Concern with possible vehicle intrusion into park.
 - Intersection of Victoria & Maple has become a 'street takeover' location.
 - Reckless & impaired driving could result in errant cars entering the park.
 - Include boulders in streetscape area to help stop vehicles.
- Concern with homeless persons living in play equipment & park amenities.
 - Avoid tunnels & benches that allow for sleeping.
 - Avoid any dark corners while minimizing light spill onto adjacent properties.
 - Shade should be designed to limit shelter for camping.
- Overall preference for Option 2 layout.
- Feedback from Public Safety personnel.
 - Approve of removing wall to allow visibility into the park.
 - Keep sight lines as clear as possible to limit hiding/camping places.
 - Concerned that theming of the park might not honor fallen officers.
 - Make sure to include elements for police aerial force.
 - Like the activation of the north-east corner with sculpture garden/play walls from Option 1 but prefer layout of Option 2.
 - Provide drinking fountain with Hydroflask/Bottle filler.

If you should have any questions or would like to add some additional items, please let me know.

Kay Kite PLA

Project Manager

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