



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, February 3, 2026

6:00 PM

**City Council Chambers
77 Fair Drive**

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

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/costamesatv).

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

Members of the public are welcome to speak during the meeting when the Mayor opens the floor for public comment. There is no need to register in advance or complete a comment card. When it's time to comment, line up at one of the two podiums in the room and wait for your turn. Each speaker will have up to 3 minutes (or as directed) to address the City Council.

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not exceed 11 inches by 18 inches in size and do not hinder the visibility of other attendees. The possession of poles, sticks, or stakes is strictly prohibited.

All attendees must remain seated while in the chamber until instructed by the Presiding Officer to approach and line up for public comment. To ensure safety and maintain order during the proceedings, standing or congregating in the aisles or foyer is strictly prohibited.

Further information regarding the City's regulations on addressing the City Council and expected conduct during meetings are available at the following links.

Title 2: Administration

§ 2-61: Conduct while addressing the council.

<https://ecode360.com/42609578>

Title 2: Administration

§ 2-64: Disorderliness by members of the audience.

<https://ecode360.com/42609598>

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

Zoom Webinar:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89043958874?pwd=IRT09p1n7qobGkElm4Z9jOy0KYuXE1.1>

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

Enter Webinar ID: 890 4395 8874/ Password: 909770

- If Zoom is not already installed on your computer, click "Download & Run Zoom" on the launch page and press "Run" when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
- Select "Join Audio via Computer."
- The virtual conference room will open. If you receive a message reading, "Please wait for the host to start this meeting," simply remain in the room until the meeting begins.
- During the Public Comment Period, use the "raise hand" feature located in the participants' window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone:

Call: 1 669 900 6833 Enter Webinar ID: 890 4395 8874/ Password: 909770

During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

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

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

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

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

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

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

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

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

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

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

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

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

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

FEBRUARY 3, 2026 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

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

1. Council Member Marr
2. Council Member Reynolds
3. Council Member Pettis
4. Council Member Buley
5. Council Member Gameros
6. Mayor Pro Tem Chavez
7. Mayor Stephens

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. [**PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 26-118 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**](#) [**26-119**](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Sophia Bernal, Nicole Hernandez, Gene Micco, Dylan Stone, Fiainu Marrhinoe.

3. **ADOPTION OF WARRANT RESOLUTION** **25-624**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2747.

Attachments: [1. Summary Check Registration 12-18-2025](#)
[2. Summary Check Registration 12-22-2025](#)
[3. Summary Check Registration 1-8-2026](#)
[4. Summary Check Registration 1-15-2026](#)

4. **MINUTES** **26-123**

RECOMMENDATION:

City Council approve the minutes of the regular meetings of January 20, 2026.

Attachments: [1. 01-20-2026 Draft Minutes](#)

5. **DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2026 REGIONAL CONFERENCE AND GENERAL ASSEMBLY** **25-617**

RECOMMENDATION:

It is recommended that Council Member Mike Buley serve as the delegate for the upcoming 2026 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.

6. DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA 26-117 POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA POLICE ASSOCIATION (CMPA) AND THE COSTA MESA CITY EMPLOYEES' ASSOCIATION (CMCEA) LABOR NEGOTIATIONS PROCESSES AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MEMORANDA OF UNDERSTANDING (MOU) PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY

RECOMMENDATION:

1. Designate City Manager Cecilia Gallardo-Daly as the City's Principal Negotiator, Assistant City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA.
2. Designate Liebert Cassidy Whitmore Partner Peter Brown to serve as legal counsel during negotiations with the CMPMA, CMPA and CMCEA.
3. Authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA Memoranda of Understanding (MOU) completed per the requirements of the Transparency in Labor Negotiations Council Policy.

7. **CHANGE ORDER FOR THE EMERGENCY GENERATOR UNITS FOR 26-107 CITY HALL AND THE COMMUNICATIONS BUILDING**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of Sourcewell's Cooperative Agreement #092222-CAT with Caterpillar Inc. for a change order of the original purchase of two (2) diesel emergency generators, two (2) automatic transfer switches, and two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems. The City Hall transfer switch is being removed from the quote and a manual transfer switch for the Communications Building is being added.
2. Authorize a change order to the original Purchase Order (PO) for an additional \$5,818.50 pulled from the project budget for the purchase of one (1) manual transfer switch for the Communications Building. The PO, now for \$395,361.69, originally \$389,543.19, through Quinn Power Systems, 3500 Shepherd Street, City of Industry, CA 90601, shall encompass the purchase of two (2) diesel emergency generators, one (1) automatic transfer switch, one (1) manual transfer switch, two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems.

Attachments: [1. Quote](#)

8. **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING 26-106 SERVICES FOR THE CITY'S PAVEMENT MANAGEMENT PLAN UPDATE**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) to Bucknam Infrastructure Group, Inc., 3548 Seagate Way, Suite 230, Oceanside, California, for a term of five (5) years with two (2) one-year extensions for a not to exceed amount of \$148,354 to provide annual updates to the City's Pavement Management Plan (PMP).
2. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

Attachments: [1. RFP No. 26-07](#)
[2. PSA](#)

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

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

PUBLIC HEARINGS:

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

1. [CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING 26-124 COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME. OPERATED BY THE OHIO HOUSE AT 115 EAST WILSON STREET, UNITS A THROUGH E](#)

RECOMMENDATION:

Staff recommends the City Council open the public hearing and continue the item to the April 21, 2026, meeting, pursuant to staff's request.

OLD BUSINESS:

1. [ADOPTION OF AN ORDINANCE AMENDING TITLE 13 OF THE 25-627 COSTA MESA MUNICIPAL CODE TO ALLOW FOR MINISTERIAL APPROVAL OF TWO-UNIT SMALL LOT ORDINANCE PROJECTS \(PCTY-25-0007\)](#)

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2026-01 approving revisions to Title 13 of the Costa Mesa Municipal Code (Zoning Code) to allow for ministerial approval of two-unit Small Lot Ordinance (SLO) projects.

Attachments: [Agenda Report](#)

[1. Draft Ordinance](#)

2. [ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF 26-116 COSTA MESA, REQUIRING STAFFING AT SELF-SERVICE CHECKOUT STATIONS](#)

RECOMMENDATION:

Staff recommends the City Council Adopt Ordinance No. 2026-XX Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations.

Attachments: [1. Draft Ordinance on Staffing of Self Checkout Stations - Track Changes](#)

[2. Draft Ordinance on Staffing of Self Checkout Stations - Clean](#)

NEW BUSINESS:

1. **[CLIMATE ACTION AND ADAPTATION PLAN \(CAAP\) STATUS AND 26-102 OUTREACH UPDATE](#)**

RECOMMENDATION:

Staff recommends the City Council receive the presentation, provide feedback, and file this report.

Attachments: [Agenda Report](#)

[1. CAAP Policy Objectives Comparison](#)

2. **[OPERATIONS AGREEMENT FOR LIONS PARK CAFE](#)** **[26-108](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Award an operation agreement to Neat Coffee for the Management and Operation of the Lions Park Cafe.
2. Authorize the City Manager or her designee to negotiate the terms and conditions for the financial share between the City and Neat Coffee.
3. Authorize the City Manager and the City Clerk to execute the operating agreement and future amendments to the agreement (Attachment 1) within City Council authorized limits.
4. Appropriate net revenues as received by the City that comply with the agreement of 50% net revenue to the OC Public Library for a net neutral impact.

Attachments: [1. Cafe Agreement](#)

[2. County of Orange Cafe MOU](#)

3. **[APPROVAL OF A CODE OF ETHICS AND CONDUCT](#)** **[26-122](#)**

RECOMMENDATION:

Approve a Code of Ethics and Conduct.

Attachments: [1. Draft Code of Conduct](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-118

Meeting Date: 2/3/2026

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 #: 26-119

Meeting Date: 2/3/2026

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: Sophia Bernal, Nicole Hernandez, Gene Micco, Dylan Stone, Fiainu Marrhinoe.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-624

Meeting Date: 2/3/2026

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

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

RECOMMENDATION:

City Council approve Warrant Resolution No. 2747.

BACKGROUND:

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

FISCAL REVIEW:

Funding Payroll Register No. 25-26 On Cycle for \$4,643,351.40, 25-26 "A" off Cycle for 804.25, 26-01 On Cycle for 4,191,943.82, and 26-02 On Cycle for \$3,975,802.18, and City operating expenses for \$6,213,380.73.

Report ID: CCM2001O

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Dec 18,2025

Run Time 3:27:17 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256988	12/19/25	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

1,825,058.91
2,545.18
0.00
329,538.90
\$ 2,157,142.99

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256892	12/19/25	P	Admin Sure Inc	0000021568	17,653.00
			Line Description: Worker Comp Admin Jan 26		
0256893	12/19/25	P	All City Management Services Inc	0000009480	16,780.29
			Line Description: Schl Crsng Svc 11/16-11/29/25		
0256894	12/19/25	P	Ardurra Group, Inc.	0000030147	56,877.60
			Line Description: Fairview Rd Rehab-Oct 2025		
			PFairview Rd Rehab-Oct 2025		
0256895	12/19/25	P	BCS Consultants	0000029856	26,881.18
			Line Description: Network Infrastructure FS #5		
			4K Cameras Installation		
			3rd Fl Bifurcated Office		
0256896	12/19/25	P	Clifton Larson Allen LLP	0000031521	16,275.00
			Line Description: FY24-25 Audit		
0256897	12/19/25	P	County of Orange	0000007209	91,955.22
			Line Description: 800Mhz Qrly Cost 10/1-12/31/25		
0256898	12/19/25	P	Dell Computer Corp	0000001962	283,132.54
			Line Description: DELL PRO SLIM PLUS QBS1250		
			VLA SQL SERVER STD LICENSES		
			SALES TAX (7.75%)		
0256899	12/19/25	P	Department of Industrial Relations	0000001540	125,488.55
			Line Description: FY25-26 Wkrs Comp Fund Assmnt		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 2

Run Date Dec 18, 2025

Run Time 3:26:55 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256900	12/19/25	P	Endemic Environmental Services Inc	0000021277	17,440.00
			<i>Line Description:</i> Mesa Restoration 11/17-12/1/25		
0256901	12/19/25	P	Executive Facilities Services Inc	0000029510	53,741.49
			<i>Line Description:</i> Janitorial Services - Bridge S		
			Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - FS1-6		
			Janitorial Services - NHCC		
			Janitorial Services - DRC		
			Janitorial Services - BCC		
			Janitorial Services - PD		
			Janitorial Services - PD Commu		
			Janitorial Services - Fairview		
			Janitorial Services - All Othe		
			Janitorial Services - Senior C		
			Janitorial Services - Police S		
0256902	12/19/25	P	Ford Fleet Care	0000026262	20,281.57
			<i>Line Description:</i> Ford Repair-Nov 2025		
			Ford Parts-Nov 2025		
0256903	12/19/25	P	Glenn Lukos & Associates Inc	0000011626	33,067.00
			<i>Line Description:</i> FVP Vernal Pool 8/30-10/10/25		
			FVP Vernal Pools Restoration		
0256904	12/19/25	P	JP Morgan Equipment Finance	0000029582	230,394.93
			<i>Line Description:</i> FD Pump Engine/PD Mobil Comm		
0256905	12/19/25	P	Mesa Verde Partners	0000006080	19,900.00
			<i>Line Description:</i> Irrigation Pump & Motor		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256906	12/19/25	P	Mobile Home Improvement	0000015213	19,470.00
			Line Description: Rehab Grant 1845 Monrovia #75 Rehab Grant 2060 Newport #2		
0256907	12/19/25	P	Nathan Rivera	0000031668	49,999.00
			Line Description: Final Stlmnt DOL 10/24/22		
0256908	12/19/25	P	OCY Management LLC	0000031370	84,174.25
			Line Description: Medical Transport-Senior Oct25 Non-Medical Sr Transport Oct25 Snr Mobility Program-Nov 25 Medical Transport-Nov 25		
0256909	12/19/25	P	Performance Truck Repair Inc	0000030587	49,107.88
			Line Description: Turbo/Engine Repair-#517 Radiator/Engine Repair-#523		
0256910	12/19/25	P	Pinnacle Petroleum, Inc	0000029315	19,495.85
			Line Description: Unleaded Fuel-PD		
0256911	12/19/25	P	Sheppard Mullin Richter & Hampton LLP	0000031420	211,003.12
			Line Description: Legal Svc-Nov 2025 Legal Svc-Aug 2025 Legal Svc-Sep 2025 Legal Svc-Oct 2025		
0256912	12/19/25	P	Show Development West Inc	0000023063	25,000.00
			Line Description: Holiday Lighting Svc		
0256913	12/19/25	P	Snap On Industrial	0000012101	19,878.71
			Line Description: BUILDING BAY WORKSTATION		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256914	12/19/25	P	Theodore Robins Ford	0000004245	49,663.86
			<i>Line Description:</i> 2025 FORD F-150 for PD		
0256915	12/19/25	P	Third Wave Corporation	0000025874	18,285.00
			<i>Line Description:</i> IT Strategic Plan		
0256916	12/19/25	P	West Coast Arborists Inc	0000004498	20,117.00
			<i>Line Description:</i> Tree Maint Svc 11/15-11/30/25 Pkw/Median Tree11/15-11/30/25		
0256917	12/19/25	P	Wittman Enterprises LLC	0000026639	19,113.00
			<i>Line Description:</i> Billing Svc Nov 2025		
0256918	12/19/25	P	AT & T	0000001107	3,657.66
			<i>Line Description:</i> Smallwood Park 800 Mhz Radio Link IT Computer Room DRC Alarm Wakeham Park Estancia Park Outgoing Trunk Line DID Trunk Line PD Emergency Line TeWinkle Park Cool Line for PD		
0256919	12/19/25	P	AT & T Mobility	0000001107	93.72
			<i>Line Description:</i> Dispatch Cells 10/12-11/11/25		
0256920	12/19/25	P	AVNI Enterprises Inc	0000030676	5,726.45

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Stock-Water Pump Stock-Pressure Transducer Stock-Pneumatic Cylinder		
0256921	12/19/25	P	American Alarm Systems Inc	000008900	1,560.00
			<i>Line Description:</i> Fire/Security-Historical Soc Security Alarm Upgrade-BCC Fire/Security Maint-DRC Fire/Security maint-BCC Fire/Security Maint-NHCC		
0256922	12/19/25	P	Angel Auto Spa LLC	0000027465	1,955.30
			<i>Line Description:</i> PD Car Wash-Nov 2025 City Car Wash-Nov 2025		
0256923	12/19/25	P	Athletic Field Specialists	0000023215	6,470.00
			<i>Line Description:</i> Application of Sports Fields Turf Application@Sports Fields		
0256924	12/19/25	P	Atkinson Andelson Loya Ruud & Romo	0000027289	8,019.38
			<i>Line Description:</i> General Legal Svc-Nov 25 Litigation Legal Svc-Nov 25		
0256925	12/19/25	P	Black Box Safety Inc	0000031519	3,185.09
			<i>Line Description:</i> Sabre Red Gel Pepper Spray		
0256926	12/19/25	P	Brent Johnson	0000031019	5,000.00
			<i>Line Description:</i> Snoopy House Display Repair Snoopy House Display Rebuild		
0256927	12/19/25	P	Brooksley Bishop	0000030466	400.00

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 6

Run Date Dec 18,2025

Run Time 3:26:55 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Thanksgiving Entertainment		
0256928	12/19/25	P	CAPF	0000004755	2,419.00
			<i>Line Description:</i> Firefighters LTD Dec 2025		
0256929	12/19/25	P	CBE	0000015149	373.66
			<i>Line Description:</i> Copier Maint 11/5-12/4/25		
0256930	12/19/25	P	CHUBB	0000031158	2,149.11
			<i>Line Description:</i> Long Term Care Ins Nov 2025		
0256931	12/19/25	P	CLEA	0000004754	4,000.00
			<i>Line Description:</i> Police Officers LTD Dec 25		
0256932	12/19/25	P	CSG Consultants Inc	0000001887	903.00
			<i>Line Description:</i> Bldng Plan Review Sys-Nov 2025		
0256933	12/19/25	P	California Forensic Phlebotomy Inc	0000001500	6,960.00
			<i>Line Description:</i> Blood Draw Svc-Nov 2025		
0256934	12/19/25	P	California Municipal Revenue & Tax Assn	0000012161	150.00
			<i>Line Description:</i> 2026 Mbrshp		
0256935	12/19/25	P	Canon Financial Services Inc	0000023241	6,771.25
			<i>Line Description:</i> Copier Lease-Dec 2025 Copier Lease-Nov 2025		
0256936	12/19/25	P	Chief Leadership	0000030895	3,000.00
			<i>Line Description:</i> Leadership Coaching Package		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256937	12/19/25	P	Cintas Corporation #640	0000023262	308.28
			Line Description: CMBS Cleaning Supply-Nov 25		
0256938	12/19/25	P	CityGreen Consulting, LLC	0000030471	4,846.25
			Line Description: CityGreen Consulting-Nov 25		
0256939	12/19/25	P	Cold Star Inc	0000030476	7,965.50
			Line Description: Snoopy House Snow SlideBalance		
			Snoopy House Snow SlideBalance		
			Snoopy House Snow SlideBalance		
			Snoopy House Snow SlideBalance		
0256940	12/19/25	P	Continental Interpreting Services Inc	0000024355	850.00
			Line Description: CC Mtng Interpreters Svc-11/18		
0256941	12/19/25	P	County of Orange Health Care Agency	0000003488	1,592.50
			Line Description: CUPA Anniversary FY 25-26 FS#2		
			CUPA Anniversary FY 25-26 FS#2		
0256942	12/19/25	P	Cron & Associates Transcription Inc	0000016871	432.00
			Line Description: Transcribing Svc		
0256943	12/19/25	P	Data Ticket Inc	0000010929	8,096.84
			Line Description: Prkng Citation Processing-Oct		
0256944	12/19/25	P	Dekra-Lite	0000016194	1,892.25
			Line Description: Sales Tax (7.75%)		
			Pole Mount Holiday Decor		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256945	12/19/25	P	Ecolab Pest Elimination	0000024420	2,446.05
		<i>Line Description:</i>	Pest Control Svs Nov 2025 Pest Ctrl-CY Nov 25-Jan 26		
0256946	12/19/25	P	Entenmann Rovin Company	0000002130	597.32
		<i>Line Description:</i>	New Badge & Refinish Name Bars		
0256947	12/19/25	P	FM Thomas Air Conditioning Inc	0000017151	687.74
		<i>Line Description:</i>	Bridge Shelter-Svc Call		
0256948	12/19/25	P	Families Forward Inc	0000024105	4,054.78
		<i>Line Description:</i>	No Fault Eviction/Homeless Pre		
0256949	12/19/25	P	FleetPride Heavy Duty Parts & Service	0000030911	163.77
		<i>Line Description:</i>	Stock-Strottle Actuator		
0256950	12/19/25	P	Fully Promoted	0000029208	240.39
		<i>Line Description:</i>	Department Uniforms		
0256951	12/19/25	P	Fun Photos	0000030108	300.00
		<i>Line Description:</i>	Thanksgiving Entertainment		
0256952	12/19/25	P	Galls LLC	0000002297	2,597.86
		<i>Line Description:</i>	Uniform-Chamness Uniform-Andersen Uniform-Nicolas Uniform-Korte Uniform-Schulze Safety Vest-McGuinness		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256953	12/19/25	P	Grafix Systems <i>Line Description:</i> Graphics-#504	0000031016	5,003.61
0256954	12/19/25	P	Grainger <i>Line Description:</i> Hardware - Facilities Shop Tool	0000002393	374.11
0256955	12/19/25	P	Graybar Electric Company Inc <i>Line Description:</i> Electrical Supplies	0000002397	3,539.43
0256956	12/19/25	P	Hinderliter De Llamas & Associates <i>Line Description:</i> Cannabis Mgnt-Nov 2025	0000002537	2,000.00
0256957	12/19/25	P	IDS Group Inc <i>Line Description:</i> IT Office/Trng Rm-Oct/Nov 2025	0000022643	2,537.30
0256958	12/19/25	P	Image Concepts <i>Line Description:</i> Uniforms	0000026883	1,139.26
0256959	12/19/25	P	Integrated Impressions <i>Line Description:</i> Employee Night Promo Items	0000003403	1,190.51
0256960	12/19/25	P	Irv Seaver Motorcycles <i>Line Description:</i> Rear Tire Replacement-#623 Stock-Batteries Shop Supplies	0000010272	2,647.08
0256961	12/19/25	P	Joe Mar Polygraph	0000030910	1,750.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Polygraph Exam Polygraph Exam Polygraph Exam Pre Employment Polygraph		
0256962	12/19/25	P	Johnson Controls Fire Protection LP	0000026089	5,190.97
			Line Description: Sr Cnter Service Call CMBS Kitchen Hood Inspection Sprinkler/Fire Alarm-Fs #1 City Hall Service Call		
0256963	12/19/25	P	LC Action Police Supply	0000005638	1,386.74
			Line Description: FIREARMS & ACCESSORIES		
0256964	12/19/25	P	LN Curtis & Sons	0000002983	1,592.71
			Line Description: Firefighter Equipment		
0256965	12/19/25	P	Landscape Structures Inc	0000024524	8,319.20
			Line Description: Playground Equipment and Parts		
0256966	12/19/25	P	Langlois Fancy Frozen Foods	0000030651	263.84
			Line Description: Jail Food Svc-Dec 2025		
0256967	12/19/25	P	Long Beach BMW	0000015745	86.52
			Line Description: Filters		
0256968	12/19/25	P	Los Angeles Times	0000003000	1,767.01
			Line Description: Legal Publications		
0256969	12/19/25	P	Maintex Inc	0000014836	285.76

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Janitorial Trash Liners - WH		
0256970	12/19/25	P	Merrimac Energy Group	0000021566	1,550.00
			<i>Line Description:</i> Tank Rental-FS #3		
0256971	12/19/25	P	Mesa Smog	0000020735	50.00
			<i>Line Description:</i> Smog-#649		
0256972	12/19/25	P	MetLife Legal Plans Inc	0000014707	5,283.00
			<i>Line Description:</i> MetLifer Legal Premium Dec 25		
0256973	12/19/25	P	Mike Raahauges Shooting Enterprises	0000006853	100.00
			<i>Line Description:</i> Range Fees for SWAT		
0256974	12/19/25	P	Napa Auto & Truck Parts	0000012968	5,193.92
			<i>Line Description:</i> Parts-Nov 2025		
0256975	12/19/25	P	Occu Med	0000003388	1,599.80
			<i>Line Description:</i> Pre-Employment Medical		
0256976	12/19/25	P	Onward Engineering	0000003212	7,275.00
			<i>Line Description:</i> AdamsMultipurpose Trail-Oct25		
0256977	12/19/25	P	Oracle America Inc	0000003419	2,910.34
			<i>Line Description:</i> MICROFOCUS VISUAL COBOL		
0256978	12/19/25	P	PEAC Solutions	0000031369	3,935.76
			<i>Line Description:</i> Copier Lease-Finance Copier Lease-Building		

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Copier Lease-City Mgr Copier Lease-FD Admin Copier Lease-Planning Copier Lease-Maint Svc Copier Lease-CMBS Copier Lease-PD Copier Lease-IT Copier Lease-HR Copier Lease-City Clerk Copier Lease-Park & Comm Svc Copier Lease-City Mgr Admin		
0256979	12/19/25	P	Pacific Plumbing of Southern California	0000030657	360.00
			<i>Line Description:</i> Plumbing Svc-TeWinkle Pk		
0256980	12/19/25	P	Post Alarm Systems Inc	0000026907	82.44
			<i>Line Description:</i> CMBS Fire Alarm-Jan 2026		
0256981	12/19/25	P	Priority Landscape Services LLC	0000026592	5,456.00
			<i>Line Description:</i> Young Tree Care-Nov 2025 Landscape Maint-Nov 2025		
0256982	12/19/25	P	Quadient Inc	0000028798	382.84
			<i>Line Description:</i> POSTAGE MACHINE SUPPLIES		
0256983	12/19/25	P	Red Wing Business Advantage Account	0000003772	828.18
			<i>Line Description:</i> Safety Boots - Facilities Safety Boots - Facilities Safety Boots-Park Safety Boots-Parks		
0256984	12/19/25	P	Rincon Truck Center Inc	0000013236	9,770.76

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> EGR Valve Actuator/Turbocharge DDE		
0256985	12/19/25	P	Savior Equipment	0000031631	861.79
			<i>Line Description:</i> Rifle Cases		
0256986	12/19/25	P	Sims Orange Welding Supply Inc	0000004030	22.94
			<i>Line Description:</i> Welding Supplies		
0256987	12/19/25	P	Southern California Edison Company	0000004088	8,142.19
			<i>Line Description:</i> 3175 Airway 11/7-12/9/25 1587 Sunflower 11/6-12/8/25 1990 Placentia 11/4-12/4/25 3191 Red Hill 11/7-12/9/25 152 Baker 11/7-12/9/25 707 W 18th 11/5-12/7/25 711 W 18th 11/5-12/7/25 734 James 11/5-12/7/25 740 James 11/5-12/7/25 744 James 11/5-12/7/25 745 W 18th 11/5-12/7/25 2293 Canyon 11/5-12/7/25 980 Arlington C 11/7-12/9/25 980 Arlington A 11/7-12/9/25 1050 Arlington 11/7-12/9/25 1071 Arlington 11/7-12/9/25 744 James 11/5-12/7/25 1256 Adams 11/10-12/10/25 717&721 James 11/5-12/7/25 2590 Placentia B 11/5-12/7/25 3190 Red Hill 11/7-12/9/25 350 Bristol 11/7-12/9/25 BCC 11/5-12/7/25 Vet Hall 11/5-12/7/25 Prez Park 11/12-12/11/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 410 Merrimac B 11/10-12/10/25 410 Merrimac A 11/10-12/10/25 1350 S Coast 11/6-12/8/25 Signals Nov 25 360 Ogle 11/10-12/10/25 Shalimar Park 11/6-12/8/25 Arlington Ped X 11/7-12/9/25		
0256989	12/19/25	P	Southern California Gas Company	0000004092	849.46
			<i>Line Description:</i> 3175 Airway 11/10-12/11/25		
0256990	12/19/25	P	State of California Dept of Justice	0000001534	392.00
			<i>Line Description:</i> Livescan/Fingerprinting-Nov 25		
0256991	12/19/25	P	Super Seer Corporation	0000031630	1,340.80
			<i>Line Description:</i> Helmets for Traffic		
0256992	12/19/25	P	The Hitt Companies	0000029860	360.67
			<i>Line Description:</i> Fingerprint Pads-Property		
0256993	12/19/25	P	Thomas J Broxtermann PhD	0000031054	600.00
			<i>Line Description:</i> POST-Suicide Detection/Prevtn		
0256994	12/19/25	P	Townsend Public Affairs Inc	0000021510	6,825.00
			<i>Line Description:</i> Consulting Svc-Dec 2025		
0256995	12/19/25	P	Turnout Maintenance Company LLC	0000020182	756.38
			<i>Line Description:</i> Turnout Maint Turnout Maint		

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256996	12/19/25	P	UniFirst Holdings Inc	0000030616	155.88
		<i>Line Description:</i>	CMBS Walkoff Mats CLEANING SERVICE		
0256997	12/19/25	P	United Industries	0000010867	5,534.58
		<i>Line Description:</i>	Warehouse Stock		
0256998	12/19/25	P	United Site Services of California Inc	0000015552	138.43
		<i>Line Description:</i>	Portable Toilet-Hamilton Portable Toilet-Del Mar Garden		
0256999	12/19/25	P	Verified First LLC	0000027240	20.00
		<i>Line Description:</i>	Pre-Employment Credit Checks		
0257000	12/19/25	P	Verizon Wireless	0000008717	5,604.76
		<i>Line Description:</i>	WIRELESS PHONE 10/18-11/17/25 WIRELESS PHONE 10/18-11/17/25 WIRELESS PHONE 10/18-11/17/25		
0257001	12/19/25	P	WLC Architects Inc	0000023955	9,025.00
		<i>Line Description:</i>	Reconstruction Arch/Eng Design		
0257002	12/19/25	P	Waxie Sanitary Supply	0000004480	5,535.75
		<i>Line Description:</i>	Warehouse Stock		
					TOTAL \$1,825,058.91

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257003	12/19/25	P	Pamela Lilly	0000025324	750.00
		Line Description: Payroll Deduction 25-26			
0257004	12/19/25	P	State of California	0000001546	1,308.25
		Line Description: Payroll Deduction 25-26			
0257005	12/19/25	P	State of California	0000001546	424.24
		Line Description: Payroll Deduction 25-26			
0257006	12/19/25	P	State of California	0000001546	62.69
		Line Description: Payroll Deduction 25-26			
TOTAL					\$2,545.18

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021190	12/19/25	P	Anna Baca	0000025078	38.62
			Line Description: Business Mtng Exp		
021191	12/19/25	P	CDW Government Inc	0000005402	5,575.75
			Line Description: Apple iPads		
			Satellite Access Points		
021192	12/19/25	P	Carrie Tai	0000031276	52.50
			Line Description: Planning Comm Business Mtng		
021193	12/19/25	P	Costa Mesa Employees Association	0000006284	4,704.01
			Line Description: Payroll Deduction 25-26		
021194	12/19/25	P	Costa Mesa Executive Club	0000006286	350.00
			Line Description: Payroll Deduction 25-26		
021195	12/19/25	P	Costa Mesa Firefighters Association	0000001812	9,235.50
			Line Description: Payroll Deduction 25-26		
021196	12/19/25	P	Costa Mesa Police Association	0000001819	7,620.00
			Line Description: Payroll Deduction 25-26		
021197	12/19/25	P	Costa Mesa Police Management Assn	0000005082	350.00
			Line Description: Payroll Deduction 25-26		
021198	12/19/25	P	Enterprise Rent A Car	0000002131	6,558.11
			Line Description: Undercover Rental		
			Under Cover Rental		
			Undercover Rental		
			Undercover Rental		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Undercover Rental		
021199	12/19/25	P	Jack R. Sweeney	0000030173	4,317.60
			Line Description: 3190 E Airport-Jan 2026		
021200	12/19/25	P	Priceless Pet Rescue	0000026000	40,000.00
			Line Description: Shelter Adopt Svcs-Dec 2025		
021201	12/19/25	P	Richard Lippincott	0000027736	5,279.33
			Line Description: adv Disability 12/1-12/31/25		
021202	12/19/25	P	Rupsi Burman	0000030994	781.29
			Line Description: MISAC Conf Lodging Exp Reimb		
021203	12/19/25	P	US Bank	0000002228	244,676.19
			Line Description: Full Statement Nov 2025 Late Fee-Jan, Feb, May 2024		
TOTAL					\$329,538.90

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Dec 22, 2025

Run Time 2:37:01 PM

Bank: CITY
 Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257007	12/23/25	P	Zusser Company Inc	0000031105	44,637.50
			<i>Line Description:</i> Retention Proj #25-02		
0257008	12/23/25	P	BC Traffic Specialist	0000022225	74.65
			<i>Line Description:</i> Aluminum Blanks Kits		
TOTAL					\$44,712.15

44,712.15
 1,097,794.00
 4,765.87
 19,668.65
 26,555.39

\$ 1,193,496.06

End of Report

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257009	01/02/26	P	Axon Enterprise Inc	0000027317	697,438.12
			Line Description: Mvile Video System (MVS) Add'l License for MVS		
0257010	01/02/26	P	BCS Consultants	0000029856	75,333.43
			Line Description: Enterprise Cabling Deposit Library Cabinet Repair		
0257011	01/02/26	P	Carahsoft Technology Corporation	0000026738	33,307.21
			Line Description: USB Reader ONESIGN SSPW MANAGEMENT - PREM SSO/AM - PREMIUM SUPPORT IMPRI SALES TAX (7.75%)		
0257012	01/02/26	P	Dell Computer Corp	0000001962	15,793.87
			Line Description: SALES TAX (7.75%) ENVIRONMENTAL FEE DUAL VESA MOUNT BRACKET FOR MI DELL MICRO QCM1250 SALES TAX (7.75%) DELL PRO MAX		
0257013	01/02/26	P	Insight Public Sector Inc	0000029706	49,500.00
			Line Description: LPR Camera Systems		
0257014	01/02/26	P	OakWest Services Inc	0000029497	24,850.00
			Line Description: FVP Trail Repair		
0257015	01/02/26	P	Onward Engineering	0000003212	26,093.24
			Line Description: Fairview Rd ATP-Nov 2025 AdamsMultipurpose Trail-Nov25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257016	01/02/26	P	Orange County Treasurer Tax Collector	0000003489	25,720.75
			Line Description: Prkng Citation Process-Nov 25		
0257017	01/02/26	P	The Home Depot	0000002560	15,591.70
			Line Description: Tools Park Maint		
			Tools Equip Maint		
			Tools Response/Control		
			Health Items Street Maint		
			General Supplies Bldg Maint		
			Hardware Supplies Bldg Maint		
			Hardware Supplies Park Maint		
			Plumbing Supplies Bldg Maint		
			General Supplies Street Maint		
			Auto Parts/Supplies Equip Main		
			General Supplies Graffiti Abat		
			Maint Equipment Signs/Markings		
			Maint Equipment Storm Drain Ma		
			Promo Items		
0257018	01/02/26	P	4Leaf Inc	0000029711	720.85
			Line Description: Fire Plan Check-Nov 25		
0257019	01/02/26	P	AT & T	0000001107	139.10
			Line Description: Internet-Fleet Svs		
0257020	01/02/26	P	AT & T	0000001107	165.99
			Line Description: 911 Cam Trunks 12/14/-1/13/26		
0257021	01/02/26	P	AT&T Mobility LLC	0000030878	1,166.96
			Line Description: CMFR MCT 10/27-11/26/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257022	01/02/26	P	AVNI Enterprises Inc	0000030676	577.06
			Line Description: Stock-+Brake Can		
0257023	01/02/26	P	Advanced Wealth Management	0000031301	100.00
			Line Description: Refund Rec Dep 2009318.002		
0257024	01/02/26	P	Advexure LLC	0000029239	2,312.32
			Line Description: Drones Light Kits		
0257025	01/02/26	P	Alisa Ochoa	0000029944	300.00
			Line Description: Art Comm Mtg Oct-Dec 2025		
0257026	01/02/26	P	Allison Mann	0000001338	300.00
			Line Description: Art Comm Mtg Oct-Dec 2025		
0257027	01/02/26	P	Amerinat	0000026372	2,004.72
			Line Description: Monthly Svc Fee-Nov 2025		
			Mothly Svc-Oct 2025		
0257028	01/02/26	P	Avanti Restaurant Solutions	0000031681	500.00
			Line Description: Refund Rec Dep 2009319.002		
0257029	01/02/26	P	BC Traffic Specialist	0000022225	5,724.22
			Line Description: Airstar Balloon Light 500w		
0257030	01/02/26	P	Barry Aninag Investigation	0000027087	12,327.00
			Line Description: Work Place Investigation		
			Work Place Investigations		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257031	01/02/26	P	Bound Tree Medical LLC	0000011695	7,699.57
			Line Description: EMS Supplies EMS Supplies		
0257032	01/02/26	P	Brandice Leger	0000030845	300.00
			Line Description: Park/Comm Svc Comm Mtng		
0257033	01/02/26	P	Brendan Ford	0000031457	300.00
			Line Description: Art Comm Mtg Oct-Dec 2025		
0257034	01/02/26	P	Chandler Asset Management	0000022081	4,646.71
			Line Description: Investment Advisory-Nov 2025		
0257035	01/02/26	P	Charlene M Ashendorf	0000017428	300.00
			Line Description: Art Comm Mtg Oct-Dec 2025		
0257036	01/02/26	P	City of Huntington Beach	0000002599	3,207.00
			Line Description: Helicopter Svc-Oct 2025 Booking Fee-Oct 2025		
0257037	01/02/26	P	City of Santa Ana	0000003917	1,250.00
			Line Description: DT/ACT Instructor 1/26-2/6/26		
0257038	01/02/26	P	Coalition of OC Community Clinics	0000031674	500.00
			Line Description: Refund Rec Dep2009334.002		
0257039	01/02/26	P	Continental Interpreting Services Inc	0000024355	700.00
			Line Description: City Council Mtng Interpreting		

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Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257040	01/02/26	P	Corporate Modular Services Inc.	0000030380	3,621.88
			Line Description: SALES TAX (7.75%) THIRD FLOOR REMODEL		
0257041	01/02/26	P	County of Orange	0000003486	6,558.00
			Line Description: AFIS Fee-Oct 2025 AFIS Fee-Nov 2025		
0257042	01/02/26	P	Cristian Garcia Arcos	0000030747	300.00
			Line Description: Park/Comm Svc Comm Mtng		
0257043	01/02/26	P	Dancing In Harmony Inc	0000031676	600.00
			Line Description: Refun Rec Dep 2009326.002		
0257044	01/02/26	P	David Martell	0000031677	20.00
			Line Description: Refund Rec Dep 2009325.002		
0257045	01/02/26	P	Deborah Wondercheck	0000029941	300.00
			Line Description: Art Comm Mtg Oct-Dec 2025		
0257046	01/02/26	P	Elizabeth Dorn Parker	0000029192	300.00
			Line Description: Park/Comm Svc Comm Mtng		
0257047	01/02/26	P	Entenmann Rovin Company	0000002130	4,039.43
			Line Description: Flat Badges		
0257048	01/02/26	P	Erica Lucia	0000029943	300.00
			Line Description: Art Comm Mtg Oct-Dec 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257049	01/02/26	P	Estancia High School	0000004953	250.00
		Line Description:	Refund Rec Dep 2009333.002		
0257050	01/02/26	P	Evalcorp	0000030475	10,000.00
		Line Description:	Organized Retail Theft EvalSvc		
0257051	01/02/26	P	First Choice Service	0000023961	1,099.11
		Line Description:	Coffee & Water Svc-11/6/25		
			Coffee & Water Svc-11/3/25		
			Coffee & Water Svc-11/21/25		
			Coffee & Water Svc-11/2/25		
0257052	01/02/26	P	Fisher Derderian	0000030055	300.00
		Line Description:	Art Comm Mtg Oct-Dec 2025		
0257053	01/02/26	P	Forensic Nurse Specialists Inc	0000014039	1,700.00
		Line Description:	Victim Physical-Nov 2025		
0257054	01/02/26	P	Galls LLC	0000002297	3,790.75
		Line Description:	Uniform-Montoya		
			Uniform-Chamness		
			Uniform-Leffingwell		
			Uniform-Lapointe		
			Uniform-Hermes		
			Uniform-Gardner		
			Uniform-Pierini		
			Uniform-Peralta		
			Uniform-Gonzales		
			Uniform-McGuinness		
0257055	01/02/26	P	Graybar Electric Company Inc	0000002397	89.57
		Line Description:	Telecomm Parts		

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257056	01/02/26	P	Hoag Executive Health	0000030617	10,610.00
			<i>Line Description:</i> Wellness Prog-Nov 2025		
0257057	01/02/26	P	Interwest Consulting Group Inc	0000021505	3,394.60
			<i>Line Description:</i> Adam &Pinecreek-Oct 25		
0257058	01/02/26	P	JFK Transportation Co., Inc.	0000030141	3,451.56
			<i>Line Description:</i> Transportation-UCLA Game		
0257059	01/02/26	P	Jacob Husen	0000031455	300.00
			<i>Line Description:</i> Park/Comm Svc Comm Mtng		
0257060	01/02/26	P	Jason Komala	0000031456	300.00
			<i>Line Description:</i> Park/Comm Svc Comm Mtng		
0257061	01/02/26	P	Javabec7 LLC Series 4	0000031670	946.57
			<i>Line Description:</i> Refund Permit BIRF-25-0103		
0257062	01/02/26	P	Jewel Coffman	0000031655	600.00
			<i>Line Description:</i> Refund Rec Dep 2009317.002		
0257063	01/02/26	P	Joseph Lee	0000031684	43.50
			<i>Line Description:</i> Refund Citation CM020028451		
0257064	01/02/26	P	Juana Leon	0000031679	500.00
			<i>Line Description:</i> Refund Rec Dep 2009322.002		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257065	01/02/26	P	Kelly Brown	0000029489	300.00
			Line Description: Park/Comm Svc Comm Mtng		
0257066	01/02/26	P	Lisandro Barajas	0000031680	500.00
			Line Description: Refund Rec Dep 2009321.002		
0257067	01/02/26	P	Margaret Walshe	0000031671	97.00
			Line Description: Refund Rec Dep 2009339.002		
0257068	01/02/26	P	Maria Refujio	0000031682	111.50
			Line Description: Refund Citation CM040032184		
0257069	01/02/26	P	Mariela Soto	0000027155	500.00
			Line Description: Refund Rec Dep 2009320.002		
0257070	01/02/26	P	Mesa Consolidated Water District	0000003144	6,451.00
			Line Description: Ketchum-Libolt Improv 25-07		
0257071	01/02/26	P	Mesa Smog	0000020735	150.00
			Line Description: Smog-#010		
			Smog-#509		
			Smog-#137		
0257072	01/02/26	P	Neogov	0000018828	3,990.90
			Line Description: Power Time Sbscrptn Oct 25-26		
0257073	01/02/26	P	Olivia Massick	0000031683	265.00
			Line Description: Refund Citation CM070037382		

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257074	01/02/26	P	Orange County Dept of Education	0000000442	1,500.00
		Line Description:	Refund Rec Dep 2009337.002		
			Refund Rec Dep 2009335.002		
			Refund Rec Dep 2009324.002		
0257075	01/02/26	P	Prudential Overall Supply	0000025480	1,209.47
		Line Description:	Fleet Uniforms-Nov 2025		
			Parks Uniforms-Nov 2025		
			Fleet Towel Svc-Nov 2025		
			Streets Uniforms-Nov 2025		
			Warehouse Uniforms-Nov 2025		
			Towel Svc-Nov 2025		
			Facilities Uniforms-Nov 2025		
0257076	01/02/26	P	Radiant Health Centers	0000031678	950.00
		Line Description:	Refund Rec Dep 2009323.002		
0257077	01/02/26	P	Ray Hart	0000010754	64.00
		Line Description:	Refund Citation CM070010288		
0257078	01/02/26	P	Roseann Alti	0000031672	250.00
		Line Description:	Refund Rec Dep 2009338.002		
0257079	01/02/26	P	Salvi Panzarella	0000031669	1,068.46
		Line Description:	Refund Permit BIMC-25-0050		
0257080	01/02/26	P	Shayanne Wright	0000030053	300.00
		Line Description:	Park/Comm Svc Comm Mtng		
0257081	01/02/26	P	Southern California Edison Company	0000004088	4,111.40
		Line Description:	199 Broadway 11/14-12/15/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 401 Broadway 11/14-12/15/25 Medians Nov 25 1040 Paularino 11/17-12/16/25 2783 Bristol 11/17-12/16/25 2944 Bristol 11/14-12/15/25 2917-3171RedHill 11/7-12/17/25 2612 Harbor 1/14-12/15/25 1071 Bristol 11/18-12/17/25 735 Baker 11/20-12/21/25 555 1/2 Paularino 11/211-12/22 2704 Harbor 11/20-12/21/25 2301 Harbor 11/24-12/23/25 FS#1 11/20-12/21/25 2948 Bristol 11/14-12/15/25 3120 Manistee 11/21-12/22/25 867 Prospect 11/21-12/22/25		
0257082	01/02/26	P	Southern California Edison Company	0000004695	2,955.88
			<i>Line Description:</i> New Ped Install		
0257083	01/02/26	P	Sunset Detectives	0000026756	3,600.00
			<i>Line Description:</i> Pre-Employment Background		
0257084	01/02/26	P	Taryn Nicole Schultz	0000031675	100.00
			<i>Line Description:</i> Refunf Rec Dep 2009332.002		
0257085	01/02/26	P	The Counseling Team International	0000026352	507.50
			<i>Line Description:</i> Employee Support Svc-Nov 25		
0257086	01/02/26	P	Trang Nguyen	0000029103	92.00
			<i>Line Description:</i> Refund Rec Dep 2009340.002		
0257087	01/02/26	P	Transtech Engineers Inc	0000026910	4,000.00

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Professional Services Agreemen		
0257088	01/02/26	P	Triton Technology Solutions Inc	0000021687	340.00
			<i>Line Description:</i> Monitor Programming		
0257089	01/02/26	P	USI Inc	0000005890	722.46
			<i>Line Description:</i> Laminate Supplies		
0257090	01/02/26	P	UniFirst Holdings Inc	0000030616	77.94
			<i>Line Description:</i> CLEANING SERVICE		
0257091	01/02/26	P	Variations Specialist In Psycholoty	0000031673	100.00
			<i>Line Description:</i> Refund Rec Dep 2009336.002		
0257092	01/02/26	P	Wex Bank	0000014258	1,194.70
			<i>Line Description:</i> Fuel 11/7-12/6/25		
					TOTAL \$1,097,794.00

Bank: CITY

Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257093	01/02/26	P	Pamela Lilly	0000025324	750.00
			<i>Line Description:</i> Payroll Deduction 26-01		
0257094	01/02/26	P	State of California	0000001546	1,017.98
			<i>Line Description:</i> Payroll Deduction 26-01		
0257095	01/02/26	P	State of California	0000001546	1,408.13
			<i>Line Description:</i> Payroll Deduction 26-01		
0257096	01/02/26	P	State of California	0000001546	448.07
			<i>Line Description:</i> Payroll Deduction 26-01		
0257097	01/02/26	P	State of California	0000001546	1,141.69
			<i>Line Description:</i> Payroll Deduction 26-01		
TOTAL					\$4,765.87

Bank: DDP1

Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021204	12/31/25	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Jan 26		
021205	12/31/25	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Jan 26		
021206	12/31/25	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment Jan 26		
021207	12/31/25	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Jan 26		
021208	12/31/25	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Jan 26		
021209	12/31/25	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Jan 26		
021210	12/31/25	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Jan 26		
021211	12/31/25	P	Gale Tuso	0000017460	233.08
			Line Description: 1% Supplemental Pay Jan 26		
021212	12/31/25	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Jan 26		
021213	12/31/25	P	James M Miller	0000007440	2,500.00

Bank: DDP1

Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Monthly LTD Payment Jan 26		
021214	12/31/25	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay Jan 26		
021215	12/31/25	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Jan 26		
021216	12/31/25	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Jan 26		
021217	12/31/25	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Jan 26		
021218	12/31/25	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Jan 26		
021219	12/31/25	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Jan 26		
021220	12/31/25	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay Jan 26		
021221	12/31/25	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Supplemental Pay Jan 26		
TOTAL					\$19,668.65

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021222	01/02/26	P	Enterprise Rent A Car	0000002131	1,568.77
			Line Description: Undercover Car Rental		
021223	01/02/26	P	Lily Lorenzana	0000029189	2,597.11
			Line Description: MMASC Conf Exp Reimb		
			Screen Cover		
			Screen Cover/Green Tea Cups		
021224	01/02/26	P	Costa Mesa Employees Association	0000006284	4,650.01
			Line Description: Payroll Deduction 26-01		
021225	01/02/26	P	Costa Mesa Executive Club	0000006286	350.00
			Line Description: Payroll Deduction 26-01		
021226	01/02/26	P	Costa Mesa Firefighters Association	0000001812	9,119.50
			Line Description: Payroll Deduction 26-01		
021227	01/02/26	P	Costa Mesa Police Association	0000001819	7,920.00
			Line Description: Payroll Deduction 26-01		
021228	01/02/26	P	Costa Mesa Police Management Assn	0000005082	350.00
			Line Description: Payroll Deduction 26-01		
TOTAL					\$26,555.39

Bank: CITY
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0256199	1/6/2026	V	Cactus Roots Counseling <i>Line Description:</i> Did not received payment	0000031590	10/31/25	(500.00)
0256200	1/6/2026	V	Carie Condon <i>Line Description:</i> Did not received payment	0000031557	10/31/25	(250.00)
0256288	1/6/2026	V	Stephanie Torres <i>Line Description:</i> Did not received payment	0000031592	10/31/25	(100.00)
TOTAL						<u>(\$850.00)</u>

877,819.06

0.00

(500.00)

(250.00)

(100.00)

250,363.02

\$ 1,127,332.08

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257108	01/09/26	O	Southern California Edison Company Line Description: Overflow	0000004088	0.00
TOTAL					0.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257098	01/09/26	P	All-American Leadership, LLC	0000031570	23,100.00
			Line Description: FIRE ACADEMY REGISTRATION		
0257099	01/09/26	P	Architectural Engineering Technology Inc	0000029448	15,017.30
			Line Description: 19th St TSSP 9/1-11/30/25		
			19th St TSSP 7/1-8/31/25		
0257100	01/09/26	P	Bracken's Kitchen Inc	0000029468	37,967.35
			Line Description: CMBS Meals 12/1-12/14/25		
			CMBS Meals 11/17-11/24/25		
0257101	01/09/26	P	Gensler	0000031100	29,700.00
			Line Description: Facilities Master Plan-Nov 25		
0257102	01/09/26	P	Metro Builders & Engineering Ltd	0000006443	175,334.38
			Line Description: City Proj 24-12 Tewinkle Park		
			Retention City Proj 24-12/231		
0257103	01/09/26	P	Pinnacle Petroleum, Inc	0000029315	39,720.72
			Line Description: PD Unleaded Fuel Tank #7		
			CY Unleaded Fuel Tank 3-4		
0257104	01/09/26	P	Place Works Inc	0000023119	36,635.35
			Line Description: FDC Project		
0257105	01/09/26	P	Prestige Paving Company Inc.	0000031571	53,353.38
			Line Description: Retention Proj 25-09/210016		
			PD Park Lot Proj 25-09/210016		
0257106	01/09/26	P	Serving People In Need Inc	0000003992	46,462.69

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Rental Asst-Oct-Dec 2025

0257107	01/09/26	P	Southern California Edison Company	0000004088	74,415.77
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Line Description: 1895 Irvine 12/2-1/1/26
2750 Fairview 12/3-1/4/26
970 Arlington 12/3-1/4/26
980 Arlington 12/3-1/4/26
3349 Sakioka 11/25-12/25/25
3351 Sakioka 11/25-12/25/25
Volcom Sk8 Park 12/3-1/4/26
Fac & Equip Dec 25
Baker/Royal Palm Dec 25
19th/Npt Dec 25
Npt Fwy/Baker Dec 25
SD Fwy On/Off Dec 25
1860 Anaheim Dec 25
702 Victoria Dec 25
702 1/2 Victoria Dec 25
Tennis Ctr 12/3-1/4/26
1952 Network 11/26-12/28/25
Davis Field 11/29-12/29/25
3129 Harbor 12/2-1/1/26
1035 Park Crest 12/3-1/4/26
348 E 17th 11/25-12/25/25
360 W Wilson 11/29-12/29/25
Sr Ctr 11/29-12/29/25
Joann St Bike Trail Dec 25
Loan8670 Sunflower/Plaza Dec25
Sunflower/Plaza Dec 25
NHCC 11/29-12/29/25
885 Junipero 12/3-1/4/26
3460 Smalley 12/2/25-1/1/26
1624 Gisler 12/2/25-1/1/26

0257109	01/09/26	P	Tyler Technologies Inc	0000027279	25,496.61
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Line Description: My Civic Bundle (Citizen Engag

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257110	01/09/26	P	Vortex Industries Inc	0000004437	16,357.82
			Line Description: Fleet Bay Doors Replacement		
0257111	01/09/26	P	Yunex LLC	0000029573	48,333.87
			Line Description: Baker&Pullman Signal Knockdown Placentia&16th Signal Knockdown Fairview&Sunflower Signal Knoc Traffic Signal Maintenance Nov Traffic Signal Response Nov 25		
0257112	01/09/26	P	A & A Wiping Cloth Inc	0000018633	2,844.60
			Line Description: Warehouse Stock		
0257113	01/09/26	P	ABC Bus, Inc	0000030250	703.09
			Line Description: CMPD DUI Trailer-#756 CMPD Coleman Trailer		
0257114	01/09/26	P	AT & T	0000001107	1,521.47
			Line Description: Local Usage Balearic Center Fax Sr Ctr Fire Alarm Senior Center Elevator Lions Park 2310 Placentia Irrigation Fire Sta#1 Fire Alarm System		
0257115	01/09/26	P	AT & T	0000001107	128.40
			Line Description: Internet-Skate Park Camera		
0257116	01/09/26	P	All City Management Services Inc	0000009480	13,067.92
			Line Description: Schl Crsng Guard 11/23-12/6/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257117	01/09/26	P	Angely Vallarta	0000029193	400.00
			Line Description: Planng Comm Mtng-Dec 2025		
0257118	01/09/26	P	Barco Products LLC	0000001193	10,260.66
			Line Description: Site Furnishings-Brentwood Pk		
0257119	01/09/26	P	Bureau Veritas North America Inc	0000016616	1,616.17
			Line Description: Fire Plan Check Fire Plan Review		
0257120	01/09/26	P	CALBO	0000001483	155.00
			Line Description: Ed Week-M Perkins		
0257121	01/09/26	P	CBE	0000015149	15.83
			Line Description: Copier Maint 11/5-12/4/25		
0257122	01/09/26	P	CHUBB	0000031158	716.37
			Line Description: Long Term Care Ins-Dec 2025		
0257123	01/09/26	P	Cactus Roots Counseling	0000031590	500.00
			Line Description: Refund Rec Dep 2009220.002 Refund Rec Dep 2009220.002		
0257124	01/09/26	P	Carie Condon	0000031557	250.00
			Line Description: Refund Rec Receipt#2009155.002 Refund Rec Receipt#2009155.002		
0257125	01/09/26	P	City of Newport Beach	0000003327	9,021.50

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Slurry Project		
0257126	01/09/26	P	Consolidated Office Systems	0000018680	1,527.22
			<i>Line Description:</i> Desk for EOC Mgr		
0257127	01/09/26	P	Container Alliance Company	0000031688	5,389.68
			<i>Line Description:</i> DELIVERY		
			SALES TAX (7.75%)		
			STORAGE CONTAINER		
0257128	01/09/26	P	Costa Mesa Auto Glass	0000010001	180.00
			<i>Line Description:</i> Window Repair-#515		
0257129	01/09/26	P	Costa Mesa Lock & Key	0000001817	165.00
			<i>Line Description:</i> Service Call-Sr Center		
0257130	01/09/26	P	Costa Mesa United	0000015258	5,000.00
			<i>Line Description:</i> MV Classic Golf Sponsorship		
0257131	01/09/26	P	Daniels Tire Service	0000001922	477.00
			<i>Line Description:</i> Warrehouse Stock		
0257132	01/09/26	P	David Martinez	0000014476	400.00
			<i>Line Description:</i> Planng Comm Mtng-Dec 2025		
0257133	01/09/26	P	Donnoe & Associates Inc	0000010228	440.00
			<i>Line Description:</i> Written Exams		
0257134	01/09/26	P	Fuel Pros Inc	0000026476	792.76

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: FS #2 DO Inspection-Dec 2025 CY DO Inspection-Dec 2025 FS #6 DO Inspection-Dec 2025		
0257135	01/09/26	P	Grafix Systems	0000031016	1,716.08
			Line Description: Graphics-#728 Graphics-#708		
0257136	01/09/26	P	Grainger	0000002393	570.32
			Line Description: Flashlight Return Credit Flashlights Hardware Booster Pump Return Credit Water Suction, Hose Return Cr Hardware		
0257137	01/09/26	P	Hanks Electrical Supplies	0000002445	207.33
			Line Description: Electrical Supplies		
0257138	01/09/26	P	Harbor Pointe Air Conditioning & Control	0000030908	4,959.71
			Line Description: CMBS Srv Call CMBS Service Call CMBS Service Call CMBS Service Call		
0257139	01/09/26	P	Image Concepts	0000026883	805.56
			Line Description: Hats & Shirts Uniform Shirts & Jackets		
0257140	01/09/26	P	Interwest Consulting Group Inc	0000021505	464.40
			Line Description: Plan Review-Nov 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257141	01/09/26	P	Jeffrey Harlan	0000020142	400.00
			Line Description: Planng Comm Mtng-Dec 2025		
0257142	01/09/26	P	Jonathan Zich	0000026312	400.00
			Line Description: Planng Comm Mtng-Dec 2025		
0257143	01/09/26	P	Jose Rojas	0000029411	400.00
			Line Description: Planng Comm Mtng-Dec 2025		
0257144	01/09/26	P	Karen Klepack	0000030322	400.00
			Line Description: Planng Comm Mtng-Dec 2025		
0257145	01/09/26	P	Kimley Horn & Associates Inc	0000005251	4,820.61
			Line Description: Signal Moderization-11/30/25		
0257146	01/09/26	P	Knorr Systems Inc	0000005036	2,058.19
			Line Description: Install Overhaul Kits-DRC		
0257147	01/09/26	P	LEAF PRIOR BILLED BY FLOWATER	0000029719	106.68
			Line Description: Water Filtration System & Filt		
0257148	01/09/26	P	LN Curtis & Sons	0000002983	10,709.56
			Line Description: Fire Attire		
			Fire Attire		
			Fire Attire		
			Fire Attire		
			Fire Attire		
			Fightfighting Equipment (FFE)		
			Fire Attire		
			Fire Attire		
			Fire Attire		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Fire Attire Fire Attire		
0257149	01/09/26	P	Langlois Fancy Frozen Foods	0000030651	263.84
			Line Description: Jail Food Svc-Dec 2025		
0257150	01/09/26	P	LionHeart Alliance, LLC	0000031663	2,340.00
			Line Description: Breaching & Rescue Bar		
0257151	01/09/26	P	Los Angeles Times	0000003000	2,406.65
			Line Description: Legal Notices		
0257152	01/09/26	P	Lyons Security Service Inc	0000027168	14,648.57
			Line Description: Guards & Metal Detector Rental Council Security Guards Nov Security Srvs SC		
0257153	01/09/26	P	Melad & Associates	0000005068	7,517.85
			Line Description: Consulting Plan Check Services		
0257154	01/09/26	P	Merrimac Energy Group	0000021566	13,256.69
			Line Description: FS#2 Diesel Fuel Tank 11 FS#1 Diesel Fuel Tank #10 FS#6 Diesel Fuel Tank #15 CY Diesel Fuel Tank #2 FS#5 Diesel Fuel Tank #14		
0257155	01/09/26	P	National Band & Tag Company	0000005464	151.90
			Line Description: Animal License Tags		
0257156	01/09/26	P	Office Depot	0000003394	7,481.41

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Office Supplies Police Office Supplies Finance Office Supplies Telecom Office Supplies Fire Office Supplies- Police Office Supplies CEO Comms Office Supplies City Clerk Office Supplies Public Srvs Office Supplies City Manager		
0257157	01/09/26	P	Orange County Fair & Event Center	0000003432	131.50
			Line Description: ADDITIONAL HALF HOUR OF FIRE M		
0257158	01/09/26	P	Performance Truck Repair Inc	0000030587	3,256.20
			Line Description: Loss of Power Repair		
0257159	01/09/26	P	Pivot Solutions LLC	0000030415	1,773.29
			Line Description: 702-Paint Body Repair		
0257160	01/09/26	P	Renewell Fleet Services LLC	0000031060	5,709.30
			Line Description: Whelen Lights & Sun Visors		
0257161	01/09/26	P	ResQBeats CPR LLC	0000031632	7,975.00
			Line Description: Staff Training		
0257162	01/09/26	P	Robert L Dickson Jr	0000003671	400.00
			Line Description: Planng Comm Mtng-Dec 2025		
0257163	01/09/26	P	Shaw HR Consulting Inc	0000021706	9,500.30
			Line Description: Reasonable Accomodation Reasonable Accomodation Reasonable Accomodation		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Reasonable Accomodation Reasonable Accomodation Reasonable Accomodation Reasonable Accomodation		
0257164	01/09/26	P	Signature Glass Tinting Inc	0000031085	333.00
			Line Description: WINDOW TINTING SERVICES		
0257165	01/09/26	P	South Coast Air Quality Mgmt District	0000003939	1,302.20
			Line Description: City Hall Emissions Fee City Hall Annual Renewal		
0257166	01/09/26	P	South West Floor Co Inc	0000008705	3,500.00
			Line Description: DRC Gym Floor Maint Svc		
0257167	01/09/26	P	Southern California Energy Services Inc.	0000031692	5,497.00
			Line Description: Rehab Grant-Rae Williams 1845		
0257168	01/09/26	P	Southern California Gas Company	0000004092	10,436.48
			Line Description: 721 James 11/20-12/19/25 717 James 11/20-12/19/25 Comm 11/21-12/22/25 Historical 11/20-12/19/25 DRC 11/20-12/19/25 Sr Ctr 11/20-12/19/25 BCC 11/25-12/26/25 Pool 11/20-12/19/25 NHCC 11/20-12/19/25 FS#2 11/24-12/23/25 FS#6 11/29-12/30/25 FS#5 11/21-12/22/25 567 W 18th 11/20-12/19/25 FS#3 11/20-12/19/25 FS#1 11/25-12/26/25		

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Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: FS#4 11/21-12/22/25 PD 11/21-12/22/25 2300 Placentia2 11/21-12/22/25 2310 Placentia 11/21-12/22/25		
0257169	01/09/26	P	Southern California Shredding Inc	0000025605	245.00
			Line Description: On-Site Shredding Svc-Dec 25 On-Site Shredding Svc-Dec 25 On-Site Shredding Svc-Dec 25		
0257170	01/09/26	P	Spectrum Gas Products	0000012653	586.54
			Line Description: Oxygen Medical Oxygen Medical Medical Lg Cyl Rent Medical Lg Cyl Rent Medical Lg Cyl Rent Medical Cyl Rent Medical Lg Cyl Rent		
0257171	01/09/26	P	Staples Advantage	0000024532	7,036.28
			Line Description: Office Supplies CM Office Supplies HR Office Supplies IT Office Supplies PD Office Supplies Engineering Office Supplies Parks Office Supplies Finance Office Supplies Building Office Supplies Planning Office Supplies Fire		
0257172	01/09/26	P	State of California Dept of Justice	0000001534	1,483.00
			Line Description: Livescan/Fingerprinting Servic		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257173	01/09/26	P	Stephanie Torres	0000031592	100.00
		<i>Line Description:</i>	Refund Rec Dep 2009221.002 Refund Rec Dep 2009221.002		
0257174	01/09/26	P	The Code Group Inc	0000025073	9,583.12
		<i>Line Description:</i>	Consulting Services Consulting Services Consulting Plan Check Consulting Services		
0257175	01/09/26	P	Trellis	0000025584	400.00
		<i>Line Description:</i>	FURNITURE DELIVERY		
0257176	01/09/26	P	UL Verification Services Inc	0000030396	5,075.00
		<i>Line Description:</i>	Indoor Enviornmental Quality AIR SAMPLING - HISTORICAL SOCI		
0257177	01/09/26	P	US Postmaster	0000004377	10,000.00
		<i>Line Description:</i>	Perimt OI 4000 EPS#1000067404		
0257178	01/09/26	P	Uline	0000010970	855.20
		<i>Line Description:</i>	Supplies for Property		
0257179	01/09/26	P	UniFirst Holdings Inc	0000030616	77.94
		<i>Line Description:</i>	CMBS Cleaning Svc		
0257180	01/09/26	P	United Site Services of California Inc	0000015552	123.88
		<i>Line Description:</i>	Portable Toilet Srv 12/3-12/30 Portable Toilet Srv 12/3-12/30		

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Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257181	01/09/26	P	Verizon Wireless	0000008717	7,448.56
		<i>Line Description:</i>	WIRELESS PHONE 11/18-12/17		
			WIRELESS PHONE 11/18-12/17		
			FIRE IPADS 11/18-12/17		
			FIRE IPADS 10/18-11/17		
			WIRELESS PHONE 10/18-11/17		
			WIRELESS PHONE 10/18-11/17		
0257182	01/09/26	P	WLC Architects Inc	0000023955	4,150.00
		<i>Line Description:</i>	Reconstruction Arch & Eng Desi		
0257183	01/09/26	P	Ware Disposal Inc	0000000255	9,879.18
		<i>Line Description:</i>	December 25 City Facilities		
0257184	01/09/26	P	Waterline Technologies Inc	0000014520	587.38
		<i>Line Description:</i>	DRC-Pool Treatment		
0257185	01/09/26	P	West Coast Mobile Home Improvement	0000031014	3,255.00
		<i>Line Description:</i>	Rehab Grant-1973 Newport Blvd		
0257186	01/09/26	P	Williams Data Management	0000018803	547.45
		<i>Line Description:</i>	DATA STORAGE Dec 2025		
0257187	01/09/26	P	Wittman Enterprises LLC	0000026639	13,018.00
		<i>Line Description:</i>	Dec 2025		
TOTAL					\$877,819.06

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021229	01/09/26	P	Achdjian Real Estate Advisory	0000030549	5,827.50
			Line Description: Q4 Real Estate Consulting Svc		
021230	01/09/26	P	Candyce McMorris	0000026552	171.00
			Line Description: Canine Prog Magmnt		
021231	01/09/26	P	George Maridakis	0000018528	473.00
			Line Description: Narc&Specialized Unit Supvr		
021232	01/09/26	P	James Haney	0000029091	171.00
			Line Description: Canine Prog Mangmnt		
021233	01/09/26	P	Jones Mayer	0000014653	243,220.52
			Line Description: #137962-IT		
			#137980-PD		
			#137967-May		
			#137965-Leik		
			#137968-Mood		
			#138001-Hunt		
			#137969-Munoz		
			#137976-Peper		
			#137945-Becker		
			#137958-Harvey		
			#137973-Opioid		
			#137974-Oshiro		
			#137984-Rivera		
			#137988-Wilson		
			#137996-Vargas		
			#137999-Fierro		
			#138000-Warren		
			#137956-Finance		
			#137960-Housing		
			#137970-O'Keefe		
			#137995-Banegas		

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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>		
			#137977-Percival		
			#137978-Phillips		
			#137986-Scjaefer		
			#137943-Alexander		
			#137957-Fire Dept		
			#137959-Hernandez		
			#137983-Risk Mgnt		
			#137985-Salehpour		
			#137947-City Clerk		
			#137963-Jahanbin 2		
			#137966-Litigation		
			#137972-Ohio House		
			#137981-Public Svc		
			#137982-Recreation		
			#137936-227 Mesa Dr		
			#137987-Veramancini		
			#137991-440 RCVRSHP		
			#137933-1963 Wallace		
			#137934-2104 Wallace		
			#137937-2280 Newport		
			#137941-599 W Wilson		
			#137942-806 Towne St		
			#137949-City Manager		
			#137951-City Council		
			#137990-Joann/Canyon		
			#137993-966 Joann St		
			#137935-2162 Maple St		
			#137946-City Attorney		
			#137953-DBO Invest CM		
			#137979-Planning Comm		
			#137989-1022 Bangonia		
			#137940-544 Bernard St		
			#137944-Animal Control		
			#137948-City Clerk PRR		
			#137994-D'Alessio 1983		
			#137954-Development Svc		
			#137961-Human Resources		
			#137975-Park & Comm Svc		
			#137938-374 Woodland Ave		

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City of Costa Mesa Accounts Payable
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Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
			#137939-440 Fair/1179 NP		
			#137950-Code Enforcement		
			#137955-Farrell Harrison		
			#137964-Jamboree Housing		
			#137998-2130 Federal Ave		
			#137930-1095 Sea Bluff Dr		
			#137931-113 Clearbrook Ln		
			#137932-1858 Newport Blvd		
			#137992-LoyaCasulty/Smith		
			#137997-RDK Group Holding		
			#137952-D'Alessio Investment		
			#137971-Ohio House Abatement		
021234	01/09/26	P	Mitchell Diamond	0000030707	250.00
			<i>Line Description:</i>		
			Paramedic License Recert		
021235	01/09/26	P	Spencer Hibbard	0000029191	250.00
			<i>Line Description:</i>		
			Paramedic License Recert		
TOTAL					\$250,363.02

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021236	01/16/26	P	Costa Mesa Employees Association	0000006284	4,632.01
			Line Description: Payroll Deduction 26-02		
021237	01/16/26	P	Costa Mesa Executive Club	0000006286	340.00
			Line Description: Payroll Deduction 26-02		
021238	01/16/26	P	Costa Mesa Firefighters Association	0000001812	8,887.50
			Line Description: Payroll Deduction 26-02		
021239	01/16/26	P	Costa Mesa Police Association	0000001819	7,920.00
			Line Description: Payroll Deduction 26-02		
021240	01/16/26	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 26-02		
021241	01/16/26	P	Daniel Bruno	0000029161	363.00
			Line Description: Traffic Collision Skidmark		
021242	01/16/26	P	Gabrielle Wang	0000031617	136.64
			Line Description: Govn Tax Seminar		
021243	01/16/26	P	Hadassa Jakher	0000027353	1,250.00
			Line Description: Collet Tuition Reimb 2025-26		
021244	01/16/26	P	Joyce LaPointe	0000006332	500.00
			Line Description: Clothing Allowance 25-26		
021245	01/16/26	P	Matthew Richie	0000026628	363.00
			Line Description: Traffic Collision Skidmark		

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253,616.67 +

1,478,355.28 +

3,437.65 +

1,735,409.6 *

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021246	01/16/26	P	Travel Costa Mesa	0000024750	227,787.52
		Line Description: BIA Dec 2025			
021247	01/16/26	P	Vincent Legaspi	0000028710	1,122.00
		Line Description: Traffic Collision Skidmark			
TOTAL					\$253,616.67

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257188	01/16/26	P	American Construction Company, LLC	0000031176	55,823.58
			Line Description: Retention Proj #24-11 CH Office & Trng Remodel#24-11		
0257189	01/16/26	P	Benefit Coordinators Corp	0000029594	45,332.40
			Line Description: VSP Ins Prem Jan 26 Delta Dental Ins Prem Jan 26		
0257190	01/16/26	P	BlueAlly Technology Solutions	0000029863	34,611.50
			Line Description: EMAIL PROTECTION		
0257191	01/16/26	P	Bracken's Kitchen Inc	0000029468	19,164.47
			Line Description: CMBS Meals 12/15-12/28/25		
0257192	01/16/26	P	BrightView Landscape Services Inc	0000026055	209,969.76
			Line Description: Irrigation Repair-Nov 2025 Landscape Maint-Dec 2025		
0257193	01/16/26	P	CI Services Inc	0000022211	171,475.00
			Line Description: Retention Proj 25-05/210025 NHCC Roof Replace Proj 25-05		
0257194	01/16/26	P	Charter Communications	0000011202	21,598.69
			Line Description: 237926201-City Hall Video Svs 237926701-City Hall Video Svs 237927001-Fire Sta #6 Network 237927101-Parks Admin Network 237930101-City Hall Video Svs 237939101-Fire Sta #1 Network 237939301-Fire Sta #2 Network 237939401-Fire Sta #3 Network 237940301-Library Public WiFi		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:	237940001-CH Hub Network Svs
	244133301-BCC Internet Svs
	240159901-DRC Internet Svs
	237940101-NHCC Public WiFi
	237938801-NHCC Network Svs
	237939201-DRC Network Svs
	237927601-BCC Network Svs
	237925901-PD Public WiFi
	237929301-PD Video Svs
	237926501-PD Video Svs
	237940501-Fire Sta #4 Network
	256807001-PD-Warehouse Network
	256806901-City Connect-PD Ware
	253883901-Lions Park Caf? Inte
	252590301-PD Warehouse Interne
	243645501-Code Enforcement Int
	237940401-Fire Sta #4 Internet
	237939901-Code Enforcement Net
	237939601-Bridge Shelter Netwo
	237926401-City Hall Public WiF
	237926601-Senior Center Intern
	237926801-City Hall Network/Vi
	237927201-Senior Center Networ
	237927301-West Side Substation
	237927401-Corp Yard Network Sv
	237927801-City Hall Internet S
	237938601-CH Basement Internet
	237938701-Bridge Shelter Publi
	237938901-Bridge Shelter Video
	237939001-Parks @ Corp Yard Pu
	237939501-SCP Substation Netwo

0257195	01/16/26	P	FALCK MOBILE HEALTH CORP.	0000019807	208,925.00
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Line Description:	Ambulance Svc 12/16-12/31/25
	Surge Unit Nov 2025
	Ambulance Svc 12/1-12/15/25

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257196	01/16/26	P	LINA	0000015623	37,940.43
		<i>Line Description:</i>	Retiree Life Dec 25 NYL Admin Fee Nov 25 Active Life/AD&D Dec 2025 Voluntary Life Dec 2025 LTD Ins Prem Dec 2025		
0257197	01/16/26	P	Merrill & Associates	0000003986	70,069.00
		<i>Line Description:</i>	AVAYA PHONE SYSTEM UPGRADE IMP		
0257198	01/16/26	P	OCY Management LLC	0000031370	41,933.75
		<i>Line Description:</i>	Senior Mobility Dec 25 Medcial Transport Dec 25		
0257199	01/16/26	P	OakWest Services Inc	0000029497	103,745.50
		<i>Line Description:</i>	WALL REPAIR Proj#25-08/#3500 Retention Proj #25-08/#3500		
0257200	01/16/26	P	SCA of CA, LLC	0000029971	123,927.87
		<i>Line Description:</i>	Bi-Weekly Pressure Washing BS Street Sweeping of Residential		
0257201	01/16/26	P	Save Our Youth	0000003929	24,714.70
		<i>Line Description:</i>	Reimbur for SOY Aug-Dec 25 Transportation Reimbur		
0257202	01/16/26	P	Southern California Edison Company	0000004088	132,823.40
		<i>Line Description:</i>	711 W 18th 12/8-1/7/26 734 James 12/8-1/7/26 740 James 12/8-1/7/26 744 James 12/8-1/7/26 745 W 18th 12/8-1/7/26		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 2293 Canyon 12/8-1/7/26 980 Arlington C 12/10-1/9/26 980 Arlington A 12/10-1/9/26 1050 Arlington A 12/10-1/9/26 1071 Arlington 12/10-1/9/26 717&721 James 12/8-1/7/26 3190 Red Hill 12/10-1/9/26 707 W 18th 12/8-1/7/26 Parks Maint Dec 25 152 Baker 12/10-1/9/26 3191 Red Hill 12/10-1/9/26 1990 Placentia 12/5-1/6/26 3175 Airway B 12/10-1/9/26 Arlington Ped X 12/10-1/9/26 Signals Dec 25 2590 Placentia B 12/8-1/7/26 745 W 19th 12/4-1/5/26 567 W 18th 12/4-1/5/26 Loan8690 St Lights Dec 25 St Lights Dec 25 Vet Hall 12/8-1/7/26 BCC 12/8-1/7/26 350 Bristol 12/10-1/9/26		
0257204	01/16/26	P	Ware Disposal Inc	0000000255	20,071.93
			<i>Line Description:</i> January 26 City Facilities January 2026 Bulk Item CMBS Refuse January		
0257205	01/16/26	P	West Coast Arborists Inc	0000004498	26,865.00
			<i>Line Description:</i> Tree Maint Dec 1-15,2025 Parkway Median Tree Maint Dec2		
0257206	01/16/26	P	AT & T	0000001107	975.37
			<i>Line Description:</i> Red Phone Fire Sta#3 Red Phone Fire Sta#2		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Red Phone Fire Sta#1 Red Phone Fire Sta#4 Red Phone Fire Sta#6 Red Phone Fire Sta#5 Jack Hamett Sports Complex WSS Alarm PRI Circuit Inbound Trunk Fire Emergency Line NHCC Fire Alarm Lions Park Baseball Field DRC Fire Alarm		
0257207	01/16/26	P	AY Nursery	0000001142	3,539.59
			<i>Line Description:</i> Trees Purchase		
0257208	01/16/26	P	Adlerhorst International	0000000906	450.00
			<i>Line Description:</i> NARC Re-Cert Aran/McMorris		
0257209	01/16/26	P	Affordable Interior Systems Inc	0000031621	5,687.33
			<i>Line Description:</i> AIS Calibrate Desking		
0257210	01/16/26	P	Agriserve Pest Control Inc	0000025268	1,260.00
			<i>Line Description:</i> Plant Healthcare Svc Plant Healthcare Svc Plant Healthcare Svc Plant Healthcare Svc Plant Healthcare Svc Plant Healthcare Svc Plant Healthcare Svc Plant Healthcare Svc Plant Healthcare Svc		
0257211	01/16/26	P	All American Asphalt	0000000971	1,460.17
			<i>Line Description:</i> Asphalt Asphalt		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt		
0257212	01/16/26	P	American Alarm Systems Inc	0000008900	127.50
			Line Description: 24HR CENTRAL STATION SECURITY		
0257213	01/16/26	P	Anomaly Squared	0000030491	1,112.75
			Line Description: Call Center Svc-Dec 2025		
0257214	01/16/26	P	Arrowhead Forensics	0000018661	517.94
			Line Description: CSI Supplies		
0257215	01/16/26	P	Bee Busters Inc	0000007572	1,810.00
			Line Description: Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr Bee/Colony Abatement - City Pr		
0257216	01/16/26	P	CAPF	0000004755	2,360.00
			Line Description: Firefighters LTD Jan 26		
0257217	01/16/26	P	CBE	0000015149	1,212.96
			Line Description: Copier Maint 11/2-12/1/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257218	01/16/26	P	CLEA	0000004754	4,224.00
			Line Description: Police Officers LTD Jan 26		
0257219	01/16/26	P	City of Huntington Beach	0000002599	1,200.00
			Line Description: Booking Fees-Nov 25		
0257220	01/16/26	P	CityGreen Consulting, LLC	0000030471	4,683.75
			Line Description: Consulting Svs Dec 25		
0257221	01/16/26	P	County of Orange	0000003486	2,148.50
			Line Description: Traffic Signal Maint Teletype Srvs November 25		
0257222	01/16/26	P	Data Ticket Inc	0000010929	6,740.08
			Line Description: Parking Citation Nov 25		
0257223	01/16/26	P	Dell Computer Corp	0000001962	6,075.93
			Line Description: Dell Computer POWERSHIELD ML3 UPGRADES AND EX		
0257224	01/16/26	P	Division of the State Architect	0000021296	882.00
			Line Description: Disability Access Ed Fee		
0257225	01/16/26	P	Ecolab Pest Elimination	0000024420	1,778.65
			Line Description: Pest Control Svc-Dec 2025		
0257226	01/16/26	P	Everett Dorey LLP	0000026882	6,454.00
			Line Description: Legal Svc-Nov 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257227	01/16/26	P	Fed Ex	0000002190	98.24
			Line Description: Ground Delivery		
0257228	01/16/26	P	Galls LLC	0000002297	1,684.65
			Line Description: Uniform-Hagan		
			Uniform-Ramirez		
			Uniform-Velazquez		
			Uniform-Pham		
			Uniform-Villegas		
			Uniform-Bendezu		
0257229	01/16/26	P	Harbor Pointe Air Conditioning & Control	0000030908	540.00
			Line Description: New Corp Yard Service Call		
			CMBS Service Call		
0257230	01/16/26	P	IAM Pacific Wellness Inc.	0000029833	1,350.00
			Line Description: FS 2 Maint		
			FS 1 Maint		
			FS 3 Maint		
			FS 4 Maint		
			FS Maint		
			FS 6 Maint		
0257231	01/16/26	P	Image-Concepts	0000026883	997.12
			Line Description: Street & Traffic Op Uniforms		
			Uniform-Parks		
0257232	01/16/26	P	Irvine Ranch Water District	0000005112	692.85
			Line Description: 170 Del Mar 12/4-1/7/26		
			308 University 12/4-1/7/26		
			258 Brentwood 12/4-1/7/26		
			2610 Monte Vista 12/4-1/7/26		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 2603 Elden 12/4-1/7/26 106 Del Mar 12/4-1/7/26 220 23rd 12/4-1/7/26		
0257233	01/16/26	P	Kelly Spicers Stores	0000029500	648.44
			Line Description: Central Svc Supplies		
0257234	01/16/26	P	Knorr Systems Inc	0000005036	1,017.31
			Line Description: Carbon Dioxide Refill Carbon Dioxide Refill		
0257235	01/16/26	P	Los Angeles Times	0000003000	1,050.73
			Line Description: Rehab Project #25-17		
0257236	01/16/26	P	Mesa Smog	0000020735	100.00
			Line Description: 307-Smog 422 Smog		
0257237	01/16/26	P	Niki Parker	0000002913	490.00
			Line Description: Instructor Payment9/7-12/18/25		
0257238	01/16/26	P	Office Depot	0000003394	6,310.76
			Line Description: Office Supplies- Fire Office Supplies-Parks Office Supplies-Telecom Emerge Office Supplies-Police Prop Ev Office Supplies Police Investi Office Supplies-Police Office Supplies-Finance Office Supplies-CEO Comms Office Supplies Maint Srvs Office Supplies- Police Field Office Supplies-Senior Center		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257239	01/16/26	P	Portal Languages-Costa Mesa	0000031444	65.00
			Line Description: Instructor Payment-Winter 2026		
0257240	01/16/26	P	Proactive Engineering Consultants Inc	0000028916	5,850.00
			Line Description: Westside Storm Drain Improveme		
0257241	01/16/26	P	RPW Services Inc	0000012440	1,630.00
			Line Description: Rodent Control At City Gardens Citywide Weed Control		
0257242	01/16/26	P	Skate Coastal LLC	0000031695	390.00
			Line Description: Instructor Payment-Winter 2026		
0257243	01/16/26	P	So Cal Sandbags Inc	0000024349	4,211.38
			Line Description: Screened Dirt Materials for Rennovation		
0257244	01/16/26	P	Staples Advantage	0000024532	3,353.31
			Line Description: Office Supplies-Fire Office Supplies-Parks Office Supplies-Police Office Supplies-IT Office Supplies-HR Office Supplies-Planning Office Supplies-Comm Improv D Office Supplies-City Manager Office Supplies-City Clerk		
0257245	01/16/26	P	The Counseling Team International	0000026352	1,015.00
			Line Description: Counseling Services Counseling Services		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257246	01/16/26	P	Tovey Shultz Construction Inc	0000025581	3,965.57
			Line Description: Retention City Proj #17-03/210 Lions Park City Proj #17-03		
0257247	01/16/26	P	Tumble-N-Kids Inc	0000030098	4,504.50
			Line Description: Instructor Pymnt-Winter 2026		
0257248	01/16/26	P	US Bank	0000002228	13,730.04
			Line Description: Payroll 25-26 Payroll 25-25		
0257249	01/16/26	P	Uline	0000010970	1,363.20
			Line Description: Supplies for Jail		
0257250	01/16/26	P	UniFirst Holdings Inc	0000030616	77.94
			Line Description: CLEANING SERVICE		
0257251	01/16/26	P	Verified First LLC	0000027240	40.00
			Line Description: Pre-Employment Credit Checks		
0257252	01/16/26	P	Verizon Wireless	0000008717	8,521.86
			Line Description: WIRELESS PHONE 11/18-12/17/25 WIRELESS PHONE 11/18-12/17/25 WIRELESS PHONE WIRELESS PHONE 11/18-12/17 WIRELESS PHONE 11/18-12/17 WIRELESS PHONE 11/18-12/17		
0257253	01/16/26	P	Westnet Inc	0000004531	7,210.53
			Line Description: FIRST-IN ALERTING STATION FIXE		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 12

Run Date Jan 15, 2026

Run Time 1:49:53 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> CM Fire Dept Alerting System A FIRST IN ALERTING MAINTENANCE		
0257254	01/16/26	P	Z&K Consultants, Inc	0000029416	3,754.35
			<i>Line Description:</i> Citywide Parkway Proj		
					<u>TOTAL \$1,478,355.28</u>

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jan 15, 2026

Run Time 1:50:11 PM

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257203	01/16/26	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jan 15, 2026

Run Time 1:50:37 PM

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257255	01/16/26	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 26-02		
0257256	01/16/26	P	State of California	0000001546	1,891.61
			Line Description: Payroll Deduction 26-02		
0257257	01/16/26	P	State of California	0000001546	448.07
			Line Description: Payroll Deduction 26-02		
0257258	01/16/26	P	State of California	0000001546	347.97
			Line Description: Payroll Deduction 26-02		
TOTAL					<u>\$3,437.65</u>

End of Report



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-123

Meeting Date: 2/3/2026

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meetings of January 20, 2026.



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY JANUARY 20, 2026 - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:08 p.m.

ROLL CALL

Present: Council Member Gameros, Council Member Pettis, Council Member Reynolds (Via Zoom Webinar), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Buley and Council Member Marr.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - THREE CASES**
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
2. **CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.
3. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Schaefer v. City of Costa Mesa
Orange County Superior Court Case No. 30-2022-01286737-CU-PO-CJC

City Council recessed at 4:10 p.m. for Closed Session.

Closed Session adjourned at 5:35 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:00 p.m.

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

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

ROLL CALL

Present: Council Member Gameros, Council Member Pettis, Council Member Marr (Arrived at 6:16 p.m.), Council Member Reynolds (Via Zoom Webinar, excused at 9:55 p.m.), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Buley.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

City Council recognized Anne McEligot for her 40-Year volunteer service with AYSO.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Jan Hansen, Costa Mesa, expressed concerns on an unpermitted deck built by the next-door neighbor.

Reina Cuthill, spoke on Love Costa Mesa, and the Community Impact Program (CIT) transitional work program.

Terry Moore, Director of the Community Impact Program, spoke on the program.

Ian Stevenson, Costa Mesa, spoke on Love Costa Mesa, and thanked the City Council for their support of the programs and for their leadership.

Brooke Grey, Costa Mesa, thanked the City Council for the availability of community resources, and requested an accounting of how the donated monies were spent for the food services.

Eric Jimenez, Executive Director with Bright Youth, requested a new community center in the Shalimar Park community.

Speaker, requested an accounting of the monies provided in the Legal Defense Fund, and requested to update the website with additional information.

Natalie Foley, spoke on the availability of immigrant resources and updating the information on the City website.

Speaker, spoke on the No Vigilantes Act, and requested FOIA requests for immigration enforcement data.

Speaker, spoke on the work of Bright Youth, and in support of a new community center in the Shalimar Park area.

Speaker, spoke on the Peace and Freedom party and against ICE.

Margo Farris, Costa Mesa, spoke on problems at the Costa Mesa Tennis Center.

Chris Nelson, Costa Mesa, spoke on providing resources to the immigrant community.

Roberto Herrera, Resilience Orange County, spoke on issues associated with enforcement and spoke on providing resources to the immigrant community.

Cynthia McDonald, Costa Mesa, spoke on resident participation, transparency, and an ethics policy.

Priscilla Baltezar, Costa Mesa, thanked the City Council for immigrant resources.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Gameros spoke on the Police Department acting in honor and respect and spoke against ICE.

Council Member Marr spoke on speaking at the Black Chamber of Commerce event and on Martin Luther King Jr., and for 2026 focusing on housing, rights for the immigrant community, and funding for the infrastructure.

Council Member Reynolds expressed gratitude for staff and the community for their support to the community, and requested an update from staff on how those in need can access food resources.

Council Member Pettis spoke on participating in the process of local government, spoke on the budget and focusing on infrastructure, spoke on attending the groundbreaking for Brentwood Park, attending the Safe Routes to School event, recognized Sergio Escobar for his support, and spoke on Love Costa Mesa.

Mayor Pro Tem Chavez provided comments from Juano Trejo for public comment thanking staff for their work in the community, spoke on the need for the community to feel safe, spoke against ICE, spoke in support of a Shalimar community center, stated staff is working on the tennis center issues, spoke on the groundbreaking at Brentwood Park, and spoke in support of parks, and thanked Chief Stefano for his service to the city and community.

Mayor Stephens spoke on appointing Cecilia Gallardo-Daly as City Manager, spoke on the Snoopy House event, spoke on attending the Synth Beer ribbon cutting, attending the Early Bird Breakfast Burritos ribbon cutting, spoke on attending the Costa Mesa United Golf Tournament, spoke on attending the upcoming mayors conference with City Manager Gallardo-Daly, spoke on attending the Police Department promotion ceremony, spoke on a decrease in crime and the Police Department being fully funded, spoke in memory of Joe Weber and former Police Chief Roger Neth and praised Chief Stefano and thanked him for his service to the community.

REPORT – CITY MANAGER – Ms. Gallardo Daly reported on the Brentwood Park ribbon cutting, spoke on Lets Talk Costa Mesa on social media, a Community bike skills workshop on January 24th, and the City is currently recruiting for the firefighters position.

REPORT – CITY ATTORNEY – Ms. Hall Barlow spoke on the defense agreements for immigration services and the \$200,000 allocated, the two providers are actively providing services, information will be posted on the website, and spoke on the tennis center issues and that staff is working on a solution.

CONSENT CALENDAR

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Buley.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working for Priceless Pet Recue.

Motion carried: 6-0

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: Thomas Devlin, Magdy Elias, Lori Ann Farrell Harrison, Silvestra Rojas Lara, Rose Michelson, Elizabeth Nelson, Jeffrey Standel, Melody Waterman.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2746.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meetings of November 4, 2025, November 18, 2025, and December 2, 2025.

5. ACCEPTANCE OF THE COSTA MESA POLICE DEPARTMENT FLOOR REPLACEMENT PROJECT, CITY PROJECT NO. 24-05

ACTION:

1. City Council accepted the work performed by Interior Resources, Inc., dba Commercial Interior Resources, Inc. (CIR) for the Costa Mesa Police Department Floor Replacement Project, City Project No. 24-05, and authorize the City Clerk to file the Notice of Completion.
2. Authorized 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 one (1) year after the filing date.

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

PUBLIC HEARINGS:

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

1. INTRODUCTION AND FIRST READING BY TITLE ONLY OF AN ORDINANCE AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE TO ALLOW FOR MINISTERIAL APPROVAL OF TWO-UNIT SMALL LOT ORDINANCE PROJECTS (PCTY-25-0007) AND ADOPTION OF ASSOCIATED FEES

Presentation by Mr. Yeager, Senior Planner.

Public Comments:

Speaker, spoke in opposition of the item.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: Council Member Pettis.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 5-1-1

ACTION:

1. City Council found that the project is Exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("General Rule") based on the findings and conclusions in the staff report.

2. City Council adopted the revisions to Title 13 of the Costa Mesa Municipal Code (Zoning Code) to allow for ministerial approval of two-unit Small Lot Ordinance (SLO) projects. Introduce for first reading, by title only, Ordinance No. 2026-01 approving Code Amendment PCTY-25-0007, amending the Zoning Code sections pertaining to two-unit SLO projects; and
3. City Council adopted Resolution No. 2026-01 establishing a fee for two-unit ministerial SLO projects and reaffirming the same fee for Urban Lot Split projects.

City Council recessed into a break at 7:44 p.m.

City Council reconvened at 8:01 p.m.

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, REQUIRING STAFFING AT SELF-SERVICE CHECKOUT STATIONS

Presentation by Mr. Barkman, Government Affairs Manager and Mr. Inloes, Economic Development Administrator.

Public Comments:

Derek Smith, Political Director for UFCW Local 324, spoke in support of the ordinance.

David Haithcock, President and CEO of the Costa Mesa Chamber of Commerce, spoke in opposition of the ordinance as written.

Speaker, works at Vons, spoke in support of the ordinance.

David Luney, District Director for Sprouts in Orange County, spoke in opposition of the ordinance

Brian Baxley, CVS, Ralph, and Albertsons union representative, spoke in support of the ordinance.

Bill Brewer, Sprouts Farmers Market, spoke in opposition of the ordinance.

Speaker, spoke in support of the ordinance.

Lily, Store Manager at the Sprouts in Costa Mesa, spoke in opposition to the ordinance.

Victor Romero spoke in support of the ordinance.

Speaker, spoke in opposition of the ordinance.

Tom Moreno, Albertsons, spoke in support of the ordinance.

Speaker, Ralphs, spoke in opposition of the ordinance.

Matt Walters, Costa Mesa, spoke in support of the ordinance.

Speaker, spoke in opposition of the ordinance.

Speaker, spoke in support of the ordinance.

Speaker, Asset Protection for Albertsons stores, spoke in opposition to the ordinance.

Carlos Camacho, Chief of Staff for the Orange County Labor Federation, spoke in support of the ordinance.

Dan Graves, Vons Manager, spoke in opposition of the ordinance.

Speaker, spoke in support of the ordinance.

John, Store Director at Vons on Harbor Blvd, spoke in opposition of the ordinance.

Matt Bell, President of UFCW Local 324, spoke in support of the ordinance.

TJ Burkle, Government Relations for Ralphs, spoke in opposition of the ordinance.

Courtney Carranza, Director of Public and Government Affairs for Albertsons, Vons, and Pavilions, spoke in opposition of the ordinance.

Tim James, California Grocers Association, spoke in opposition of the ordinance.

Sue Lester, Costa Mesa, spoke in opposition of the ordinance.

Speaker, spoke in opposition of the ordinance.

Ryan Allain, Director of Government Affairs with the California Retailers Association, spoke in opposition of the ordinance,

Cynthia McDonald, Costa Mesa, spoke on self-checkouts and a preference to shop at farmers markets.

MOVED/SECOND: Council Member Gameros/Council Member Marr

MOTION: Adopt Long Beach's version of the ordinance with the following changes:

- Change the cure to 30 days.
- Bring back for Council review in one year.
- The ordinance applies to all stores, no exceptions.

Council Member Marr requested the following amendments:

- Include the 85,000 square foot language.
- Notice to store management in addition to corporate.

Council Member Gameros agreed to the changes and amended his original motion to change the cure to 7 days.

MOVED/SECOND: Council Member Gameros/Council Member Marr

MOTION: Adopt Long Beach's version of the ordinance with the following changes:

- Bring back for Council review in one year.
- The ordinance applies to all stores, no exceptions.
- Include the 85,000 square foot language.
- Notice to store management in addition to corporate.

The motion carried by the following roll call vote:

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

Nays: Council Member Pettis and Mayor Stephens.

Absent: Council Member Buley and Council Member Reynolds.

Abstain: None.

Motion carried: 3-2-2

ACTION:

1. City Council received public comment and considered the draft ordinance.
2. Introduced and gave first reading, waiving further reading, to Ordinance No. 2026-02 Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations.

OLD BUSINESS: NONE.

NEW BUSINESS:

1. **AWARD OF THE SHALIMAR PARK IMPROVEMENT PROJECT, CITY PROJECT NO. 25-06, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION**

Presentation by Mr. Yang, City Engineer.

Public Comments: None.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Buley and Council Member Reynolds.

Abstain: None.

Motion carried: 5-0

ACTION:

1. City Council made a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
2. Adopted plans, specifications, and working details for the Shalimar Park Improvement Project, City Project No. 25-06.
3. Rejected the apparent low bid submitted by ACC & Engineering, LLC (ACC), 1130 North Kraemer Boulevard # I, Anaheim, California 92806 as non-responsive.
4. Rejected the bid submitted by Earthscapes Landscape, Inc., 603 South Milliken Avenue, Unit J, Ontario, California 91761 as non-responsive.
5. Awarded a Public Works Agreement (PWA) for construction to the second lowest bidder, Micon Construction, Inc., 1616 Sierra Madre Circle, Placentia, California 92870 in the amount of \$1,296,650 and authorized a ten percent (10%) contingency in the amount of \$129,665 for unforeseen costs related to this project.
6. Authorized the City Manager and the City Clerk to execute the PWA with Micon Construction, Inc., and future amendments to the agreement within Council authorized limits.

3. APPROPRIATION OF OPIOID SETTLEMENT FUNDS

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Buley and Council Member Reynolds.

Abstain: None.

Motion carried: 5-0

ACTION:

City Council authorized the appropriation of past and future Opioid Settlement Funds to subsidize eligible expenses including legal fees and opioid remediation services for people experiencing homelessness.

4. **URBAN PLAN MASTER PLAN SCREENING REQUEST (PSCR-25-0001) FOR A PROPOSED 34 UNIT LIVE/WORK AND RESIDENTIAL LOFT DEVELOPMENT ON A 1.4 ACRE SITE WITHIN THE MESA WEST BLUFFS URBAN PLAN LOCATED AT 1626 PLACENTIA AVENUE**

Presentation by Mr. Yeager, Senior Planner.

Public Comments: None.

ACTION:

City Council discussed the screening application and provided feedback.

5. **COMPENSATION, CLASSIFICATION AND STAFFING UPDATES AND ADOPTION OF THE MEMORANDUM OF UNDERSTANDING (MOU) AND SALARY RESOLUTIONS BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA CITY EMPLOYEES ASSOCIATION (CMCEA), COSTA MESA DIVISION MANAGERS ASSOCIATION (CMDMA), CONFIDENTIAL MANAGEMENT UNIT, CONFIDENTIAL UNIT, EXECUTIVE EMPLOYEES, PART TIME EMPLOYEES AND POLICE RECRUITS**

Presentation by Ms. Lee, Human Resources Manager.

Public Comments: None.

MOVED/SECOND: Council Member Marr/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Buley and Council Member Reynolds.

Abstain: None.

Motion carried: 5-0

ACTION:

1. City Council approved and adopted the Memorandum of Understanding between the City of Costa Mesa and CMCEA.
2. Approved and adopted Resolutions No. 2026-02 establishing the Senior Community Services Specialist, Lead Community Services Specialist, Senior Property and Evidence Specialist, Senior Civilian Investigator and Fairview Park Senior Maintenance Technician classifications and revising pay ranges for Community Outreach Supervisor.

3. Approved and adopted Resolution No. 2026-03 revising pay ranges for Neighborhood Improvement Manager, Recreation Manager, Public Affairs Manager, Assistant Development Services Director and renaming the Community Improvement Manager, Planning and Sustainable Development Manager and Telecommunications Manager classifications and updating benefits information for the CMDMA.
4. Approved and adopted Resolution No. 2026-04 updating benefits information for the Confidential Management Unit.
5. Approved and adopted Resolution No. 2026-05 revising benefits information for the Confidential Unit.
6. Approved and adopted Resolution No. 2026-06 revising pay ranges for City Manager, Police Chief, Fire Chief, Deputy Police Chief and Assistant Fire Chief and benefits information for Executive Employees.
7. Approved and adopted Resolution No. 2026-07 revising pay ranges for Video Production Aide and Reserve Public Safety Dispatcher and updating benefits information for Part Time employees.
8. Approved and adopted Resolution No. 2026-08 revising pay ranges for Police Recruits.
9. Authorized and approved staffing for the following full-time position: Office Specialist II (Confidential) in the City Clerk's Division of the City Manager's Department.
10. Authorized the City Manager and members of the City's Negotiation Team to execute the MOU.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 10:50 p.m. in honor and memory of Joe Weber and Roger Neth.

Minutes adopted on this 3rd day of February, 2026.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-617

Meeting Date: 2/3/2026

TITLE:

DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2026 REGIONAL CONFERENCE AND GENERAL ASSEMBLY

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

It is recommended that Council Member Mike Buley serve as the delegate for the upcoming 2026 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.

BACKGROUND:

The annual SCAG Regional Conference & General Assembly will be held Thursday, May 7, 2026, through Friday, May 8, 2026 at the JW Marriott Desert Springs Resort & Spa in Palm Desert, CA. SCAG requests that each member city appoint a delegate to vote at the Assembly.

ANALYSIS:

It is during the Annual General Assembly that resolutions are adopted, setting the legislative platform for SCAG in the coming year. SCAG by-laws entitle each city to one vote in matters affecting municipal or SCAG policy. Each member city is entitled to designate a delegate to participate in the voting.

ALTERNATIVES:

City Council may choose to not appoint a delegate or may select another City Council member as the delegate.

FISCAL REVIEW:

The funding for the conference is available in the Fiscal Year 2025-26 City Council budget in the General Fund (Fund 101).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council designate Council Member Mike Buley as the delegate for the upcoming 2026 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-117

Meeting Date: 2/3/2026

TITLE:

DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA POLICE ASSOCIATION (CMPA) AND THE COSTA MESA CITY EMPLOYEES' ASSOCIATION (CMCEA) LABOR NEGOTIATIONS PROCESSES AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MEMORANDA OF UNDERSTANDING (MOU) PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY

DEPARTMENT: CITY MANAGER'S OFFICE- HUMAN RESOURCES DIVISION

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION: KASAMA LEE, HUMAN RESOURCES MANAGER (714) 754-5169

RECOMMENDATION:

1. Designate City Manager Cecilia Gallardo-Daly as the City's Principal Negotiator, Assistant City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA.
2. Designate Liebert Cassidy Whitmore Partner Peter Brown to serve as legal counsel during negotiations with the CMPMA, CMPA and CMCEA.
3. Authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA Memoranda of Understanding (MOU) completed per the requirements of the Transparency in Labor Negotiations Council Policy.

BACKGROUND:

Per the Transparency in Labor Negotiations Council Policy (300-8), the City Council must designate a Principal Negotiator who "shall have extensive prior experience in negotiating public employee collective bargaining agreements and shall be free from any actual or potential conflict of interest with respect to the bargaining unit." The City shall also be represented by legal counsel, whether or not legal counsel is designated as the Principal Negotiator.

The City Council and/or Principal Negotiator may also designate additional employee(s) to be present during negotiations and to assist the Principal Negotiator as the City Council and/or Principal Negotiator deem appropriate.

ANALYSIS:

The current Memoranda of Understanding for CMPMA, CMPA and CMCEA expire on June 30, 2026. Representatives from CMPMA, CMPA and CMCEA have requested the City begin discussions on successor MOUs.

Staff recommends that City Council designate City Manager Cecilia Gallardo-Daly as the City's Principal Negotiator, Assistant City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA, and CMCEA. Staff also recommends that Liebert Cassidy Whitmore Partner Peter Brown serve as legal counsel during the negotiations process.

Furthermore, Section 2, Economic Analysis, of the policy requires that the Finance Director prepare an economic analysis that must be verified by an independent auditor. Staff recommends that the City Council authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA MOUs completed per the requirements of the policy.

ALTERNATIVES:

An alternative is to propose other designated representative(s).

FISCAL REVIEW:

The funds for outside legal counsel for labor negotiations are budgeted in the Fiscal Year 2025-26 Adopted Budget in the City Manager's Department in the General Fund (Fund 101).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Recruit and Retain High Quality Staff
- Strengthen the Public's Safety and Improve the Quality of Life
- Achieve Long-Term Fiscal Sustainability

CONCLUSION:

1. Designate City Manager Cecilia Gallardo-Daly as the City's Principal Negotiator, Assistant City Manager Alma Reyes, Human Resources Manager Kasama Lee and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA.
2. Designate Liebert Cassidy Whitmore Partner Peter Brown to serve as legal counsel during negotiations with the CMPMA, CMPA and CMCEA.
3. Authorize staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA MOUs completed per the requirements of the Transparency in Labor Negotiations Council Policy.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-107

Meeting Date: 2/3/2026

TITLE:

CHANGE ORDER FOR THE EMERGENCY GENERATOR UNITS FOR CITY HALL AND THE COMMUNICATIONS BUILDING

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. Authorize the use of Sourcewell's Cooperative Agreement #092222-CAT with Caterpillar Inc. for a change order of the original purchase of two (2) diesel emergency generators, two (2) automatic transfer switches, and two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems. The City Hall transfer switch is being removed from the quote and a manual transfer switch for the Communications Building is being added.
2. Authorize a change order to the original Purchase Order (PO) for an additional \$5,818.50 pulled from the project budget for the purchase of one (1) manual transfer switch for the Communications Building. The PO, now for \$395,361.69, originally \$389,543.19, through Quinn Power Systems, 3500 Shepherd Street, City of Industry, CA 90601, shall encompass the purchase of two (2) diesel emergency generators, one (1) automatic transfer switch, one (1) manual transfer switch, two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems.

BACKGROUND:

The City Council authorized the use of Sourcewell's Cooperative Agreement #092222-CAT on February 18, 2025, to authorize the purchase of two (2) diesel emergency generators, two (2) automatic transfer switches, and two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems in the amount of \$389,543.19. Upon the submittal review process, it was noted that the automatic transfer switch at City Hall was only a few years old and didn't need to be replaced. Additionally, a manual transfer switch was suggested as an additional item to be installed with the new generator to allow for a quick and safe hookup of a temporary portable generator to perform maintenance on the backup generator to prevent any failures or disruptions at the Communications Building.

ANALYSIS:

The original quote from Quinn Power Systems, Caterpillar, was received for two (2) new generators, two (2) fuel tanks, two (2) automatic transfer switches, and accompanying equipment in the amount of \$389,543.19. The removal of the City Hall automatic transfer switch reduced the purchase price by \$17,034, and the addition of the Communications Building manual transfer switch increased the purchase price by \$22,434. The difference, including tax, resulted in an additional \$5,818.50. The total PO amount will be \$395,361.69. The project budget has enough funds to allow for the additional item to be added; however, City Council approval is required to adjust the PO amount.

Purchasing the additional equipment material through Sourcewell meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and all requirements set forth by the State of California in regard to regional cooperative purchasing agreements. This process confirms that the City still receives the lowest available pricing and meets the competitive bid process requirements. The City has utilized Sourcewell successfully for several previous related purchases.

The quote is included as Attachment 1 and totals a new amount of \$395,361.69, which includes all parts, equipment, tax, and delivery.

ALTERNATIVES:

The alternative to this Council action would be to remove the manual transfer switch from the quote and purchase at a later date. Staff has determined that following this route will result in new shipping and processing fees as well as potentially higher prices. Additionally, if the manual transfer switch is installed at a later date, that will result in additional costs for installation.

FISCAL REVIEW:

Funding for the required change order for an additional amount of \$5,818.50 is available in the Fiscal Year 2025-26 Capital Improvement Fund (Fund 401).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and enhance the City's facilities.
- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

1. Authorize the use of Sourcewell's Cooperative Agreement #092222-CAT with Caterpillar Inc. for a change order of the original purchase of two (2) diesel emergency generators, two (2) automatic transfer switches, and two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems. The City Hall transfer switch is being removed from the quote and a manual transfer switch for the Communications Building is being added.

2. Authorize a change order to the original PO for an additional \$5,818.50 pulled from the project budget for the purchase of one (1) manual transfer switch for the communications building. The PO, now for \$395,361.69, originally \$389,543.19, through Quinn Power Systems, 3500 Shepherd Street, City of Industry, CA 90601, shall encompass the purchase of two (2) diesel emergency generators, one (1) automatic transfer switch, one (1) manual transfer switch, two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems.

Attachment 1

Updated Quote



QUOTATION

NO. 250058R4

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: December 15, 2025

Page: 1 of 4

To: Contact: _____
Company: _____
Address: _____
City, Zip: _____
Phone: _____ Email: _____

Terms: Net Cash, see T&C's
F.O.B. Jobsite, unloading by others
Sales Rep.: Cameron Early
Contact #: (949) 395 1127
Email: Cameron.early@quinnpower.com

Project Name: **250058R3 Costa Mesa Comms Bldg and City Hall Gensets
Sourcewell Contract #0922220-CAT With 250717 MTS**

Qty:	Description	Unit Price	Extension
1	CITY HALL New Caterpillar, Model 15 Diesel Standby Generator Set. Rated 500kW, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM. EPA Tier 2(Budget)	\$ 165,455.00	\$ 165,455.00
1	CITY HALL New 2000 Gallon UL-2085 Double Wall Outdoor Rated Day Tank, (Budget)	\$ 57,529.00	\$ 57,529.00
1	Comm. Building New Caterpillar, Model D100-8 Diesel Standby Generator Set. Rated 100kW/, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM EPA Tier 3 (Budget)	\$ 62,831.00	\$ 62,831.00
1	Comm. Building New Caterpillar , Automatic Transfer Switch, Open Transition. Rated 600A, 4P, 277/480V, 60Hz, 3Ph, NEMA 1 Enclosure. (Budget)	\$ 11,617.00	\$ 11,617.00
1	New, CAT, Manual Transfer Switch, With Tap Box, 600A 4 Poles, 3 wire, NEMA 3R	\$ 22,434.00	\$ 22,434.00
1	Comm. Building New 1000 Gallon UL-2085 Double Wall Outdoor Rated Day Tank,(Budget)	\$ 47,059.00	\$ 47,059.00
	Approximate Sales Tax at 7.75% \$28,436.69	\$ 28,436.69	\$ 28,436.69
<p>Quote Valid for 30 Days From Date Listed In Quote Header. After 30 Days Please Contact Your Quinn Sales Representative to Update Quote Optional adders listed below. Pricing is budgetary, Single Lines, Feeder Schedule and Specifications needed for final price. Includes standard features as listed in product data sheet and additional accessories as listed herein...</p>			
SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days from quote date above, expires after that duration.		Total Price : (Estimated Sales Tax Included Subject to Change)	\$ 395,361.69

Sourcewell Quote

Sourcewell Contract #092222-CAT

From focus program letter OIL2019 (See Discounts Below)

Last Update 1/8/2025

City Hall C15 500kW

Total Quote \$ **165,455**

Cat Generator	C15
Generator List Price	\$ 215,091
SW Member Discount %	37%
SW Member Discount \$	\$ 79,584
Sub-Total	\$ 135,507
Net Priced items*	\$ 2,127.00
Sub-Total	\$ 137,634

**Net Priced Items are subject to no further discounts (see Price Lists).*

Services / Source Goods	List Price
Freight	\$ 16,718
CVA	\$ 1,486
Start up	\$ 8,862
Training	\$ 2,219
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Sub Total	\$ 29,285
SW Member Discount	5%
SW Member Discount	\$ 1,464
Services Total	\$ 27,821

Sourcewell Quote

Sourcewell Contract #092222-CAT

From focus program letter OIL2019 (See Discounts Below)

Last Update 1/8/2025

City Hall Tank

Total Quote \$ **57,529**

Cat Generator	0
Generator List Price	\$ -
SW Member Discount %	0%
SW Member Discount \$	\$ -
Sub-Total	\$ -
Net Priced items*	\$ -
Sub-Total	\$ -

**Net Priced Items are subject to no further discounts (see Price Lists).*

Services / Source Goods	List Price
2500Gal Day Tank	\$ 46,935
Freight	\$ 13,622
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Sub Total	\$ 60,557
SW Member Discount	5%
SW Member Discount	\$ 3,028
Services Total	\$ 57,529

Sourcewell Quote

Sourcewell Contract #092222-CAT

From focus program letter OIL2019 (See Discounts Below)

Last Update 1/8/2025

Comms Bldg ATS

Total Quote \$ **11,617**

Cat Generator	0
Generator List Price	\$ -
SW Member Discount %	0%
SW Member Discount \$	\$ -
Sub-Total	\$ -
Net Priced items*	\$ -
Sub-Total	\$ -

*CAT ATS	
List Price	\$ 10,169
SW Member Discount (20%)	\$ 2,034
Total	\$ 8,135

**Net Priced Items are subject to no further discounts (see Price Lists).*

Services / Source Goods	List Price
Start up	\$ 1,189
Freight	\$ 2,477
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Sub Total	\$ 3,666
SW Member Discount	5%
SW Member Discount	\$ 183
Services Total	\$ 3,482

Sourcewell Quote

Sourcewell Contract #092222-CAT

From focus program letter OIL2019 (See Discounts Below)

Last Update 1/8/2025

Comms Bldg C4.4 100kw

Total Quote \$ **62,831**

Cat Generator	D100-8
Generator List Price	\$ 62,302
SW Member Discount %	31%
SW Member Discount \$	\$ 19,313
Sub-Total	\$ 42,988
Net Priced items*	\$ 1,393.00
Sub-Total	\$ 44,381

**Net Priced Items are subject to no further discounts (see Price Lists).*

Services / Source Goods	List Price
Freight	\$ 9,536
CVA	\$ 1,115
Start up	\$ 6,551
Training	\$ 2,219
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Sub Total	\$ 19,420
SW Member Discount	5%
SW Member Discount	\$ 971
Services Total	\$ 18,449

Sourcewell Quote

Sourcewell Contract #092222-CAT

From focus program letter OIL2019 (See Discounts Below)

Last Update 1/8/2025

Comms Bldg Tank

Total Quote \$ **47,059**

**Net Priced Items are subject to no further discounts (see Price Lists).*

Services / Source Goods	List Price
1000 Gal Day Tank	\$ 38,390
Freight	\$ 11,146
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Sub Total	\$ 49,536
SW Member Discount	5%
SW Member Discount	\$ 2,477
Services Total	\$ 47,059

Sourcewell Quote

Sourcewell Contract #092222-CAT

From focus program letter OIL2019 (See Discounts Below)

Comms Bldg MTS

Total Quote \$ **22,434**

Cat Generator	0
Generator List Price	\$ -
SW Member Discount %	0%
SW Member Discount \$	\$ -
Sub-Total	\$ -
Net Priced items*	\$ -
Sub-Total	\$ -

*CAT ATS	
List Price	\$ -
SW Member Discount	\$ -
Total	\$ -

**Net Priced Items are subject to no further discounts (see Price Lists).*

Services / Source Goods	List Price
0	\$ -
Start Up	\$ 2,368
Freight	\$ 2,632
0	\$ -
0	\$ -
0	\$ -
0	\$ -
0	\$ -
Sub Total	\$ 5,000
SW Member Discount	5%
SW Member Discount	\$ 250
Services Total	\$ 4,750

CAT ATS/Switch Gear	
List Price	\$ 22,105
SW Member Discount	\$ 4,421
0	\$ 17,684



QUOTATION

NO. 250058R4

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: December 15, 2025

Page: 2 of 4

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**
Factory standard warranty - 2 years from startup service
Spare Parts * (set of filters)
Fuel Tank Normal Vent Extension (12'ft above grade) *
Extended Service Coverage - 5 year / 2500 hour, Platinum w/ \$0 deductible from startup service

QPS field work

Delivery to jobsite **(offload/crane service by others)**
Level 3 Startup Service **[incl. generator inspection & 4hr load bank test] ~**
On-site Training Session **[single, 4 hour day]**
CSA (Preventative Maintenance) -1 year, Annual
** See adder price below for a separate training session**

Optional adders

SCAQMD Permits to Operate Not Quoted. If Permits are needed to be obtained by Quinn ADD \$30,780.00 (Budget number)

Not included

Sales tax
Air, building or construct permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing

Availability:

Submittals: Estimated (10 Weeks) on receipt and approval of purchase order. (1 electronic copy) Submittal approval is expected not exceed 60 days, additional time may impacted delivery schedule and equipment price increases.

Equipment: Estimated (Varies but about 20-40 Weeks) for factory build time after submittal approval. Subject to change at time of order.

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.
- Quinn Group, Inc. dba Quinn Power Systems provides equipment and startup services only. All equipment is installed by others

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions

controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."

➤ Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filing Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.



QUOTATION

NO. 250058R4

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: December 15, 2025

Page: 4 of 4

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: Cameron Early

Quinn Power Systems

Phone: (949) 395 1127



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-106

Meeting Date: 2/3/2026

TITLE:

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE CITY'S PAVEMENT MANAGEMENT PLAN UPDATE

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) to Bucknam Infrastructure Group, Inc., 3548 Seagate Way, Suite 230, Oceanside, California, for a term of five (5) years with two (2) one-year extensions for a not to exceed amount of \$148,354 to provide annual updates to the City's Pavement Management Plan (PMP).
2. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

BACKGROUND:

The City's street network consists of approximately 231 centerline miles of paved streets and alleys, and the network is divided into three segments: Master Plan of Arterial Highways (MPAH), Local Streets, and Alleys that require systematic inspection, analysis and evaluation.

The Pavement Management Plan (PMP) is a tool that the City uses to organize and analyze extensive amounts of pavement evaluation and inspection data to assess the condition of the City's street network, which is the largest and most complex asset that the City owns and maintains.

The PMP is based on management and pavement engineering algorithms that assist staff in identifying cost-effective strategies for the network's maintenance and rehabilitation. All cities in Orange County are required to submit a biennial PMP update to the Orange County Transportation Authority (OCTA), as outlined in the Countywide PMP Guidelines Manual. The next PMP update is due to OCTA in June 2026. As part of the update, the City is required to survey the pavement condition of each arterial street every two years and local streets every six years.

The renewed Measure M2 funding program requires that cities in Orange County maintain a uniform approach for rating and evaluating streets using a standardized PMP. The City Council's goal is to maintain an average Pavement Condition Index (PCI) of 85. Costa Mesa has consistently maintained a high PCI rating near 85, the second-highest among Orange County cities with a population over

100,000. The pavement condition of the arterial roads was last surveyed in 2024, and the residential streets were previously surveyed in 2021. The most recent final report for the updated Citywide Pavement Management Program was last submitted to OCTA in June 2024.

In order to meet OCTA Measure M2 funding requirements, the City is required to re-survey the arterial roads in 2026, 2028, and 2030; and the local streets in 2027, and make final report submittals to OCTA in 2026, 2028, and 2030.

ANALYSIS:

The required pavement evaluation services for the project are extensive and necessitate the expertise and experience of a qualified consultant. In coordination with staff from various departments in the City, a scope of work for professional services was developed, and a Request for Proposals (RFP) No. 26-07 (Attachment 1) was posted on PlanetBids on October 21, 2025. A total of six (6) proposals were received on November 12, 2025.

The scope of work under this contract requires the selected consultant to provide the following primary services:

- Review all maintenance and rehabilitation activities previously conducted by the City, as recommended in the most recent Pavement Management Plan.
- Collect and record extensive pavement distress data.
- Input pavement distress data into the City's database and calculate the PCI for each segment utilizing the latest version of OCTA's approved pavement management software.
- Verify database information against City's GIS database information to add, delete, and/or correct segments, as needed.
- Forecast future PCI values for each segment and create budget scenarios for each network.
- Develop a 7-year maintenance and rehabilitation strategy.
- Prepare final PMP Reports per OCTA guidelines.

In order to ensure an objective selection process, an evaluation committee was assembled, and all committee members evaluated proposals independently to assess qualifications and experience to address the City's needs. The proposals were evaluated based on project understanding, depth of experience, technical expertise, qualified personnel, ability to meet the schedule, and associated factors.

The proposals were screened for compliance with the City's RFP process. Two (2) proposals did not meet the minimum requirements and, therefore, were deemed non-responsive to the City's RFP process. The following remaining four (4) consultant proposals were deemed compliant and were submitted to the evaluation committee:

- *Bucknam Infrastructure Group, Inc. (Bucknam)* -
Clearly identified the scope of work for various surveys and demonstrated strong understanding of required processes and procedures with respect to PMP evaluations. Showed strong communication regarding deliverables. Possesses over 25 years of extensive experience with Orange, Los Angeles, San Diego, Riverside, and San Bernardino Counties in PMP project management experience. Has performed well for the City of Costa Mesa in the past. This firm was selected by the Orange County Transportation Authority (OCTA) in 2022 to perform a 10-year Pavement Management Plan analysis on all of its Orange County local agencies' PMPs.
- *Nichols Consulting Engineers, Chartered* -
Firm exhibited good history of experience throughout 12 states in over 220 California cities and counties. Relevant experience with 11 Southern California cities and OCTA. Key personnel have also utilized various models to evaluate pavement improvement and maintenance costs over time. Firm has also supported in the development of PMP guidelines for OCTA and has OCTA-certified inspectors.
- *Michael Baker International* -
Firm has background in utilizing varied technological tools and advances, including GIS and project management. Key personnel are fluent in technical abilities, including Light Detection and Ranging (LIDAR) applications and pavement asset management services. The firm also utilized various statistical models to evaluate pavement improvement and maintenance costs over time.
- *Quality Engineering Solutions, Inc.* -
The consultant firm has 28 years of experience in pavement engineering and construction inspection, mostly in Southern California. Exhibited private pavement management project experience in master planned communities. Firm personnel have experience and skills to evaluate pavement improvement needs, and to assess maintenance costs over time to support long term planning.

Based on the cumulative review of proposals by the evaluation committee, it was determined that Bucknam possessed the best qualifications and experience in administering the City's PMP. The evaluation committee found Bucknam to be well qualified to perform the requested services and has performed these professional services for the City in the past with successful results. This is based on the firm demonstrating the following:

- A thorough understanding of the project and its scope.
- Substantial experience and technical ability to perform the outlined scope of work.
- A proven track record of providing high-level expertise in the systematic inspection, analysis and evaluation of the City's streets in the past.

Regarding the other three (3) remaining consultant proposers, their proposals were also deemed qualified by the evaluation committee. However, the level of expertise and scope of experience did not measure as favorably to that of Bucknam. In addition, Bucknam, with its many years of experience working with the City of Costa Mesa in preparing its PMP program, has intimate

knowledge of the City's street network and OCTA's requirements.

Therefore, staff recommends the approval of a PSA to Bucknam Infrastructure Group, Inc. (Attachment 2) for a term of five (5) years with two (2) one-year extensions for a not to exceed amount of \$148,354.

ALTERNATIVES:

The City Council may elect to reject all proposals, re-advertise, and re-evaluate newly submitted consultant proposals. Staff has determined that doing so will not result in any appreciable increase in the quality of proposers and will only hinder staff's ability to submit the required Pavement Management Plan update to OCTA in a timely manner. Therefore, staff does not recommend this action.

FISCAL REVIEW:

Funding for this agreement is available in the annual Citywide Street Improvements project in the Gas Tax Fund (Fund 201) and Measure M2 Fairshare Fund (Fund 416).

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report and prepared the Professional Services Agreement (PSA) and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project supports the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) to Bucknam Infrastructure Group, Inc., 3548 Seagate Way, Suite 230, Oceanside, California, for a term of five (5) years with two (2) one-year extensions for a not to exceed amount of \$148,354 to provide annual updates to the City's Pavement Management Plan (PMP).
2. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.



REQUEST FOR PROPOSAL

FOR

PAVEMENT MANAGEMENT PLAN SERVICES

RFP NO. 26-07



PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Released on

October 21, 2025

REQUEST FOR PROPOSAL FOR PAVEMENT MANAGEMENT PLAN SERVICES

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified contractors to update the City’s pavement management program. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Services Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Services Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$186.8 million and a total budget of \$224 million for Fiscal Year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has an area of 16.8 square miles. It is in the northern coastal area of Orange County, California, and is bordered by the Cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine.

The City is a “full-service city” providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of,

or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed all addenda to this solicitation. The city will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request for Proposal shall be governed by the following schedule:

Release of RFP	October 21, 2025
Deadline for Written Questions	October 28, 2025, at 11:00 a.m.
Responses to Questions Posted	November 4, 2025
Proposals are Due	November 12, 2025, by 2:00 p.m.
Approval of Contract	TBD

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

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Services**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined at the sole discretion of the City.**

a. The consultant must provide five (5) years references for projects of similar size and scope that have been completed within the last five (5) years in California.

b. The consultant shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.

c. All proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members.

d. A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type project in which they have been directly involved shall be included. Identify the Project Manager, Project Engineer, and qualified inspectors proposed for this project. The Project Manager will be the primary contact person to represent your firm and to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of

sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide construction management services.
 2. Submit a description of the organization’s qualifications, experience and abilities that make it uniquely capable of providing the services specified in the Scope of Work.

3. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 4. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 5. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
- **Financial Capacity:** The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience.
 - **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include hourly rates of the proposed key personnel, inclusive of all anticipated applicable fees for the types of support described in this RFP. The City shall not provide reimbursement for business or travel-related expenses, materials, fees, licensing or other costs incurred; therefore, such costs must be absorbed in the hourly rate. Proposals shall be valid for a minimum of 180 days following submission.
 - **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
 - **Sample Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be**

submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal except for the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on November 12, 2025**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **October 28, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted on Planetbids.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit to the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project Approach & Methodology ----- 30%**
2. **Qualifications & Experience of Firm ----- 30%**
3. **Key Personnel ---- 35%**
4. **Cost Proposal ----- 5%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact the Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.
- C. Interviews, Presentation, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of December 15** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following the conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for the award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

Recommendation for the award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to

competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals accepted pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the Purchasing Officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the City Council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to the contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall

be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such a recommendation made to the City Council.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, except for the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their

Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

- 12. Conditions to Agreement:** The selected Proposer will execute a Maintenance Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements, have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A
SCOPE OF SERVICES
FOR
PAVEMENT MANAGEMENT PLAN SERVICES

1. INTRODUCTION

The City's roadways consist of approximately 231.2 centerline miles paved streets. The roadways are divided into three networks: Master Plan of Arterial Highways (MPAH), Local Streets, and Alleys.

- 74.4 center miles of MPAH roadways
- 156.8 center miles of local residential roads
- 14.7 center miles of local alleys

The pavement conditions of the MPAH roads were last surveyed in 2024; however, the local networks were surveyed in 2021. The final report for the updated Citywide Pavement Management Plan was last submitted to OCTA in June 2024.

The consultant shall resurvey the MPAH roads in 2026, 2028 and 2030, the local streets in 2027 and prepare Final reports in 2026, 2028 and 2030 per the OCTA guidelines.

2. SCOPE OF CONSULTANT SERVICES

The proposal should include the following tasks and any additional tasks deemed necessary by the Consultant shall be clearly identified in the proposal:

Task 1.1 - Management and Administration

The Consultant shall monitor project progress and maintain project files. Other responsibilities include supervising and reviewing the inspection process and pavement report for conformance with OCTA guidelines. The Consultant shall meet with City staff to review schedule, budget, project documents, project goals, format of deliverables and clarify responsibility of each party.

Task 1.2 - Update Maintenance & Rehabilitation History

Review all maintenance and rehabilitation activities conducted by the City since the last PMP update. Update the City's database to include all street segments that have been rehabilitated since the last update. City staff will provide the current database in MicroPAVER 7.0 (.e70) format and a list of streets improved since the last update.

Task 1.3 - Pavement Condition Surveys

Collect and record pavement distress data, as per ASTM D6433 and OCTA guidelines. The pavement distress data shall be collected using the windshield survey method supplemented with walking surveys.

Input pavement distress data into the City's database and calculate Pavement Condition Index (PCI) for each segment utilizing the latest version of MicroPAVER 7.0 software. City staff will provide the

current database in MicroPAVER 7.0 (.e70) format. The consultant shall keep a log of any discrepancies between the database information (i.e. dimensions, surface type, etc.) and actual field conditions, and shall coordinate with City staff to correct the database as necessary. Corrections/changes to the database shall not be made without prior City staff approval.

Task 1.4 - Database Verification & Organization

Verify database information against City's GIS database information to add, delete, and/or correct segments, as needed. Organize and re-label branches and segments in a more logical manner.

Task 1.5-Budgetary Analysis

Forecast future PCI values for each segment and create OCTA-required budget scenarios for each network utilizing the latest version of MicroPAVER 7.0 software. The consultant shall coordinate with City staff to develop a 7-year maintenance & rehabilitation strategy (including but not limited to selecting segments, treatment type, costs, year of implementation, and any unfunded backlog of pavement needs).

Task 1.6 - Final Report

The consultant shall prepare a final Pavement Management Program report and any other required submittal items, as per OCTA guidelines. The report shall include, without limitation, the methods, findings and recommendations of the consultant, which shall be presented in a single comprehensive document which, should include findings generated as part of other tasks described herein.

General Requirements

- All work shall be performed in conformance with the City and OCTA's policies, procedures, and standards.
- The Consultant has total responsibility for the accuracy and completeness of all inspections performed and documents prepared. The documents furnished under the Agreement shall be of a quality acceptable to the City. The criteria for acceptance shall be a product of neat appearance, well organized, and technically and grammatically correct. The assumption of the number of review rounds is not allowed.
- The City has traditionally used paper distress forms but electronic data collection (using laptop/tablet computers) will be acceptable. The paper distress forms shall be submitted to the City for the City's records or the methodology for upload of electronic data collected shall be clearly defined and a method for data verification provided.

Project Deliverables

- Updated database in MicroPAVER 7.0 (.e70) format; digital file on CD or thumbdrive.
 - o Updated M&R work data
 - o Updated pavement condition survey data
 - o Update Budgetary Analysis Scenarios
 - o A seven-year plan for road maintenance and rehabilitation
- Final PMP report; digital file on CD or thumbdrive and 1 hard copy.
- Updated GIS files/themes (.mxd/shapefiles) format, digital file on CD or thumbdrive.

3. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each Consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected Consultant of the obligations to carry out the contract.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH BUCKNAM INFRASTRUCTURE GROUP, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of February 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BUCKNAM INFRASTRUCTURE GROUP, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide Pavement Management Plan Services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals (RFP No. 26-07), attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Forty-Eight Thousand Three Hundred Fifty-Four Dollars (\$148,354.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixty (60) months, ending on February 2, 2031, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California.

Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056
Tel: (760) 216-6529
Attn: Peter Bucknam, President

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5184
Attn: Christine Oquendo

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct

the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of

competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

ATTACHMENT 2

APPROVED AS TO CONTENT:

Christine Oquendo
Project Manager

Date:

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date:

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date:



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-124

Meeting Date: 2/3/2026

TITLE:

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

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

PRESENTED BY: VICTOR MENDEZ, SENIOR PLANNER

CONTACT INFORMATION: VICTOR MENDEZ, SENIOR PLANNER (714) 754-5276

RECOMMENDATION:

Staff recommends the City Council open the public hearing and continue the item to the April 21, 2026, meeting, pursuant to staff's request.

BACKGROUND:

The appeal was agendized for the December 2, 2025, City Council meeting. Prior to the meeting, but after the public hearing was noticed, the applicant submitted a request to continue the item to the February 3, 2026, City Council meeting. The City Council opened the public hearing and voted (7-0) to continue the item.

Before the February 3, 2026 agenda was publicized, staff requested to continue the item to the April 21, 2026, City Council meeting to gather additional information.

ANALYSIS:

Staff requested that the public hearing be continued to a date certain to the April 21, 2026, City Council meeting. Staff will present the item at the April 21, 2026, meeting.

ALTERNATIVES:

There are no recommended alternatives.

FISCAL REVIEW:

The fiscal review will be included as part of the April 21, 2026, report.

LEGAL REVIEW:

The legal review will be included as part of the April 21, 2026, report.

CITY COUNCIL GOALS AND PRIORITIES:

The priorities will be included as part of the April 21, 2026, report.

CONCLUSION:

The item will be presented at the April 21, 2026, City Council meeting.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-627

Meeting Date: 2/3/2026

TITLE:

ADOPTION OF AN ORDINANCE AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE TO ALLOW FOR MINISTERIAL APPROVAL OF TWO-UNIT SMALL LOT ORDINANCE PROJECTS (PCTY-25-0007)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

CONTACT INFORMATION: CHRIS YEAGER, SENIOR PLANNER, (714) 754-4883

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2026-01 approving revisions to Title 13 of the Costa Mesa Municipal Code (Zoning Code) to allow for ministerial approval of two-unit Small Lot Ordinance (SLO) projects.



Agenda Report

Item #: 25-627

Meeting Date: 2/3/2026

TITLE: ADOPTION OF AN ORDINANCE AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE TO ALLOW FOR MINISTERIAL APPROVAL OF TWO-UNIT SMALL LOT ORDINANCE PROJECTS (PCTY-25-0007)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

CONTACT INFORMATION: CHRIS YEAGER, SENIOR PLANNER, (714) 754-4883

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2026-XX, approving revisions to Title 13 of the Costa Mesa Municipal Code (Zoning Code) to allow for ministerial approval of two-unit Small Lot Ordinance (SLO) projects.

BACKGROUND:

On December 8, 2025, the Planning Commission reviewed the proposed Code Amendment. The Planning Commission supported the ordinance and voted 5-2 (Vice Chair Zich and Commissioner Dickson dissenting) to recommend that the City Council adopt the proposed ordinance. Agenda details for the meeting are found in the following link:

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=7773714&GUID=CA876B52-3B66-4948-8923-756C5F19C165>

At its regular meeting of January 20, 2026, the City Council conducted a legally noticed meeting and introduced on first reading an ordinance amending Costa Mesa Municipal Code Title 13 to allow for the ministerial processing of two-unit Small Lot Ordinance projects. The City Council voted 5-1 (Buley absent) to introduce for first reading, by title only, Ordinance No. 2026-01. The City Council discussed the need to streamline housing processes and increase housing opportunities in the City. See the links below for the January 20, 2026, City Council Agenda Report and video:

January 20, 2026, Agenda Report

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=7804152&GUID=0CD7A8AD-1A40-414D-AC3C-1B7FE3E81C91https>

January 20, 2026, Meeting Video:

https://costamesa.granicus.com/player/clip/4341?view_id=14&redirect=true

ANALYSIS:

Ordinance No. 2026-01 is included as Attachment 1 to this report. The Ordinance is being presented for final adoption. If approved, the Ordinance would become effective on the 31st day after adoption.

ENVIRONMENTAL DETERMINATION

The adoption of the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the common-sense exemption. This exemption is typically applied to procedural-only code amendments in which no increase in density is created, no new land uses are authorized, and no reasonably foreseeable physical change to the environment could occur. The proposed Ordinance fits squarely within this category. It establishes a ministerial review process and objective standards for two-unit residential developments on parcels already zoned for residential use, and it does not expand the range of permitted uses or increase allowable density beyond what is already established under the General Plan and existing zoning regulations. The Ordinance also does not authorize construction on any specific site or grant any development entitlement; rather, it simply streamlines the review process by removing discretionary hearings and clarifying procedural steps. Any future project would remain subject to ministerial review and would be independently responsible for demonstrating eligibility for any applicable CEQA exemption. Because the Ordinance is limited to procedural changes and has no potential to result in a reasonably foreseeable physical impact on the environment, it is exempt under CEQA Guidelines Section 15061(b)(3).

ALTERNATIVES:

The City Council may adopt the Ordinance as proposed, modify the Ordinance, or not adopt the Ordinance. If the City Council chooses to make substantive modifications to the Ordinance after introduction, the modified Ordinance would need to be brought back at a future meeting for adoption.

FISCAL REVIEW:

On January 20, 2026, in conjunction with the first reading of the Ordinance, the City Council adopted Resolution No. 2026-01 to establish a new fee applicable to two-unit Small Lot Subdivisions and SB 9 projects, designed to recover the City's costs for staff time required to process and review such applications under the revised procedures. Staff time required for application processing will be reduced, and the proposed fee will help achieve full cost recovery.

LEGAL REVIEW:

The proposed Resolution, draft Code Amendment and report have been prepared in conjunction with and review by the City Attorney's Office

PUBLIC NOTICE:

Pursuant to government Code Section 65854(a), a public notice was published once in the Daily Pilot newspaper on January 29, 2025 exceeding the minimum 5 days prior to the February 3, 2026, public hearing.

Any public comments received for the February 3, 2026 City Council meeting, may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/View/00000000-0000-0000-0000-000000000000)

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends that the City Council adopt Ordinance No. 2026-01 approving Code Amendment PCTY-25-0007 to allow for ministerial approval of two-unit SLO projects.

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE (PLANNING ZONING AND DEVELOPMENT) TO ALLOW FOR MINISTERIAL PROCESSING OF TWO-UNIT SMALL LOT ORDINANCE PROJECTS (CODE AMENDMENT PCTY-2025-0007)

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

WHEREAS, the Zoning Code (Title 13 of Costa Mesa Municipal Code) sets the zoning and land use regulations for the City of Costa Mesa in general; and

WHEREAS, the purpose of this code amendment is to reduce barriers to developing two-unit small lot ordinance projects in the City; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on December 8, 2025 with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, the Planning Commission recommended that the City Council adopt this ordinance updating the Zoning Code as set forth herein on a 5-2 (Zich and Dixon voting no) vote; and,

WHEREAS, the City Council held a public hearing on January 20, 2026, with all persons having the opportunity to speak for and against the proposal.

WHEREAS, the City Council held a public hearing on February 3, 2026, the City Council heard a second reading of Ordinance 26-01.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Title 13 Chapter II, Section 13-29 Planning Application Review Process, Table 13-29 (c) of the Costa Mesa Municipal Code is hereby amended to read as follows:

TABLE 13-29(c) PLANNING APPLICATION REVIEW PROCESS					
Planning Applications	Public Notice Required	Public Hearing Required	Recommending Authority	Final Review Authority	Notice of Decision
Development Review Minor Modification	No	No	None	Planning Division	No
Reasonable Accommodation	No	No	None	Planning Division	No
Lot Line Adjustment	No	No	None	Planning Division	No
Tentative Parcel Map for Urban Lot Splits and Ministerial Small Lot Subdivisions	No	No	None	<i>Planning Division</i>	No
Special Use Permit	Yes	Yes	None	Planning Division	No
Administrative Adjustment Minor Conditional Use Permit Minor Design Review Planned Signing Program	Yes	No	None	Zoning Administrator	Yes
Design Review Mobile Home Park Conversion Common Interest Development Conversion (Residential or Nonresidential) Specific Plan Conformity Review	Yes	Yes	Planning Division	Planning Commission	Yes

TABLE 13-29(c) PLANNING APPLICATION REVIEW PROCESS					
Planning Applications	Public Notice Required	Public Hearing Required	Recommending Authority	Final Review Authority	Notice of Decision
Tentative Parcel Map Tentative Tract Map Variance					
Conditional Use Permit Density Bonus Master Plan Master Plan—Preliminary	Yes	Yes	Planning Division	Planning Commission (excepted where noted otherwise in this zoning code)	Yes
Redevelopment Action	Yes	Yes	Planning Commission	Redevelopment Agency	Yes
Rezone	Yes	Yes	Planning Commission; and, if located in a redevelopment project area, the Redevelopment Agency	City Council	No
Local Register of Historic Places	No	No	Planning Commission or other commission/committee as designated by the City Council	City Council	Yes
Certificate of Appropriateness	No	No	Planning Commission or other commission/committee as designated by the City Council	Planning Commission or other commission/committee as designated by the City Council	No

Section 2. Title 13 Chapter V, Section 13-42.2 Planning Applications Required of the Costa Mesa Municipal Code is hereby amended to read as follows:

SECTION 13-42.2: Planning application required.

(a) Small lot subdivisions are permitted in appropriate residential districts and not in combination with other development standards in the overlays zones, subject to approval of the following planning application as may be applicable. This requirement is in addition to other permits or certificates required by law.

(1) All new small lot development projects for three or more main dwelling units shall be processed according to the design review procedures contained in section **13-29**. Projects with two main dwelling units being proposed or converted shall be processed ministerially subject to the development standards within this chapter and the residential design guidelines as contained in the Two Unit Small Lot Ordinance Checklist.

(2) All small lot development projects for three or more main dwelling units require approval of a tentative tract or parcel map as required by law. A tentative tract map or parcel map shall not be required until a design review has been approved; however, the map may be processed concurrently. Small lot development projects consisting of two main dwelling units shall be processed ministerially.

(b) No person shall construct, sell, lease, convey, maintain or use a lot in a small lot subdivision project within the city without first complying with the provisions of this article.

Section 3. Title 13 Chapter V, Section 13-42.3 Development Standards and Requirements of the Costa Mesa Municipal Code is hereby amended to read as follows:

SECTION 13-42.3: Development standards and requirements.

(a) Applicability. The provisions of this section shall apply to all new residential small lot subdivisions of 15 lots or less in multi-family zones and not in combination with other development standards in the overlays zones except as allowed in Table 13-42 below.

(b) Development standards. Table 13-42 identifies the development standards for small lot subdivision developments. See also Article 9 general site improvement standards of this chapter for additional requirements. Projects shall comply with all applicable standard plans and specifications and adopted city and state codes, as well as the following provisions:

(1) The location and orientation of all buildings shall be designed and arranged to preserve natural features by minimizing the disturbance to the natural environment. Natural features such as trees, groves, waterways, scenic points, historic spots or landmarks, bluffs or slopes shall be delineated on the site plan and considered when planning the location and orientation of buildings, open spaces, underground services, walks, paved areas, playgrounds, parking areas and finished grade elevations. Pre-existing development should guide the building setbacks and new development should preserve the existing character of the neighborhood.

(2) The site design must consider both the design elements of each unit and how these designs will enhance the overall neighborhood character and vitality of the street and sidewalk. Building setbacks and site planning

must relate to surrounding built form, respecting the overall neighborhood character and existing topography. Additionally, each unit must exhibit a high level of design quality with well-articulated entries and façades, proportionate windows, quality building materials and contextual landscaping.

(3) All structures proposed to be constructed within a project shall conform to the following requirements:

a. Each unit shall be provided with direct pedestrian and vehicular access to a public street, or an alley or a common drive connecting to a public street/alley.

b. Structure shall be constructed to minimize impact of the proposed development on the light, air and privacy of adjacent properties.

(4) On-site lighting shall be provided in all parking areas, vehicular access ways, and along major walkways. The lighting shall be directed onto driveways and walkways within the project and away from dwelling units and adjacent properties, and shall be of a type approved by the development services department.

(5) The development shall comply with the provisions of Chapter XI, subdivisions, which may include, but are not limited to, land dedication and improvements, such as drainage improvements and payment of fees.

(6) Outside uncovered and unenclosed storage of boats, trailers, recreational vehicles and other similar vehicles shall be prohibited unless specifically designated areas for the exclusive storage of such vehicles are set aside on the final master plan and provided for in the covenants, conditions, and restrictions. Where such areas are provided, they shall be enclosed and screened from view on a horizontal plane from adjacent areas by a combination of six-foot high opaque fences and permanently maintained landscaping.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
Maximum Number of Stories & Building Height	2 stories/27 feet, except as allowed in the Westside Overlay Districts. Note: Lofts, as defined in section 13-6 , without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets or operable windows. In zoning districts where the maximum number of stories is two stories, attics above second stories shall be an integral part of the second story roofline and not appear as a 3rd story on any building elevation.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
	Windows in any attic space above the second story shall be incidental and limited to a dormer style.
Maximum Density (based on gross acreage)	Same as underlying zoning district or as specified in an applicable specific plan.
Minimum Open Space (development lot)	35% of total lot area. No asphalt shall be permitted for paved areas. Parking and driveways shall consist of decorative concrete, pavers or other materials as deemed appropriate by the Development Services Director. This requirement may be decreased to a minimum of up to 30%, if the difference in the area is provided as additional open guest parking, located in a common area, and not exclusive for any specific unit.
Minimum Open Space (individual unit)	200 square feet with no dimension less than 10 feet.
Development Lot	Separately owned private property interests or any portion thereof, necessary or desirable for common use, are subject to recordation of an easement for reciprocal access and maintenance. All areas of a development with 5 or more parcels, subject to a reciprocal access and/or maintenance easement shall be maintained by an association that may be incorporated or unincorporated. The association may be referred to as a maintenance association.
Parking	<ul style="list-style-type: none"> • Three-bedroom or more units (including a den or home office) – 2 garage spaces and 2 open parking spaces. • Two-bedroom or less units (including a den) – 2 garage spaces and one open parking. • No tandem parking is permitted for open or guest parking spaces. <p>For developments with 5 or more units (up to 10 units) where open/guest parking spaces are provided in driveways in front of garages for exclusive use of that unit, one additional on-site guest parking shall be provided. Two additional open guest-parking shall be provided for developments with more than 10 units.</p> <ul style="list-style-type: none"> • For all small lot developments subject to the provisions of this article, all open parking not located within an individual driveway shall be unassigned and nonexclusive.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
Distance Between Buildings (development lot)	6 feet minimum
Driveway Width (development lot)	10-foot minimum, except 16-foot minimum driveway is required if the driveway serves tenants and/or guest parking for more than one dwelling unit. Driveway width shall be a maximum of 26 feet for lots less than 50 feet wide and a maximum of 50% for lots greater than 50 feet wide.
Driveway Length	Straight-in driveways to garages shall have a minimum length of 19 feet from the ultimate public or private right-of-way. No driveways shall be more than 5 feet in length if parking is not provided in front of garage. Driveways accessing rear parcels shall be in compliance with the requirements of the Parking Design Standards, minimum separation between driveways and maximum 50% hardscape requirement.
Mechanical Equipment (excluding antennas and flush-mounted solar panels on roofs)	Roof-top location is prohibited unless completely screened from public rights-of-way and adjacent properties.
Development Lot Front Setback	20 feet
Development Lot Side yard Setback (interior)	5 feet
Development Lot Side Setback (street side, if applicable)	10 feet Note: Driveways providing straight-in access from a public street to a garage shall be at least 19 feet long, as measured from the ultimate public or private right-of-way.
Development Lot Rear yard Setback (interior)	15 feet
Development Lot Rear Setback Abutting a Publicly Dedicated Alley	5 feet; however, garages may be required to be set back further to ensure adequate back up distance. Rear Yard Coverage does not apply.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
Flag Lots and Alley Fronting Lots	Flag lots are required to be accessed with a minimum 16-foot wide driveway unless serving one unit in which case a minimum of driveway width of 10-feet shall be provided. Parcels with alley frontage should include a minimum 8-foot wide pedestrian access to the public street in the front. Parcels with frontage only on public alleys are prohibited.
Bluff Top Setback	No building or structure closer than 10 feet from bluff crest (see section <u>13-34</u> Bluff-top development).
Roof or Eaves Overhang; Awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.
Open, Unenclosed Stairways	Not permitted
Chimneys	May extend 2 feet above maximum building height.
Fireplaces	2 feet into required setback of building separation area
Automatic Roll-Up Garage Doors	Required
Location of Open Parking	Guest parking shall be located within a reasonable distance of the unit it serves. Detached garages that are not located within a reasonable distance to the units they are intended to serve are prohibited.
Trash Storage	All units shall be provided with a small alcove inside or outside the unit to allow storage of at least three trash carts without encroaching into the garage space. All efforts shall be made to provide on-site trash service. Trash carts shall be stored on-site for trash pick up to the greatest extent possible.
Above-Ground Pools and Spas	Prohibited in front yards and subject to 5-foot side and rear setback from the main structures.
LANDSCAPING	
A detailed landscape plan prepared pursuant to Chapter VII Landscaping Standards shall be approved by the Planning Division prior to issuance of any building permits.	
SIGNS (See Chapter VIII).	
FENCES AND WALLS	

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
Fences and walls placed between the property line and required setback line for main buildings shall conform to the city's walls, fences, and landscaping standards. See Article 9 General Site Improvement Standards of this chapter for further information.	
PREEXISTING DEVELOPMENT	
Small lot subdivisions and structures constructed, permitted or approved under the small lot ordinance prior to October 18, 2018, shall be considered conforming with regard to the above provisions.	
TWO UNIT CONVERSIONS	
Projects proposing to subdivide a property with two existing units shall comply with all development standards within this table.	

Section 4. Compliance with CEQA. Pursuant to the California Environmental Quality Act (CEQA), this ordinance is exempt from the provisions of the CEQA under CEQA Guidelines Section 15061(b)(3) ("Common Sense Exemption") as it can be seen with certainty that these minor amendments to the Zoning Code will not have a significant effect on the environment.

Section 3. Inconsistencies. Any provision of this Ordinance which is inconsistent with state law shall be interpreted in a manner to be consistent with state law. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 5. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

Section 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this 3rd day of February, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-01 was duly introduced for first reading at a regular meeting of the City Council held on the 20th day of January 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 3rd day of February, 2026, 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 3rd day of February, 2026.

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-116

Meeting Date: 2/3/2026

TITLE:

ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, REQUIRING STAFFING AT SELF-SERVICE CHECKOUT STATIONS

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER

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

RECOMMENDATION:

Staff recommends the City Council Adopt Ordinance No. 2026-XX Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations.

BACKGROUND:

At the November 4, 2025, City Council meeting, the City Council directed staff to return with a draft ordinance replicating the City of Long Beach's ordinance.

At the January 20, 2026, City Council meeting, the City Council received public comments and directed staff to revise the draft ordinance (Attachment 1). The revisions included removing the alternative compliance language, addressing food retail stores over 85,000 square feet, and including local store management in the notice of violation requirements. Staff was further directed to return to Council in one year for a review.

ANALYSIS:

The proposed ordinance (Attachment 2) requires food and drug retail establishments to have dedicated staffing of one employee per three self-checkout stations and to limit self-checkout to 15 items or less. The ordinance also prohibits secure or locked items from going through self-checkout. Enforcement of the ordinance is allowed by civil action from employees or customers.

The City Council received staff's presentation at the January 20, 2026, City Council meeting and discussed questions on staff's proposed revisions to the City of Long Beach ordinance that address Costa Mesa's landscape. Specifically, discussion occurred on the notice of violation requirements to stores providing 7 days to cure and the reliability of data to forecast consumer behavior. Council also questioned the proposed alternative compliance language and expressed concerns that it did not address staffing or workload concerns and did not treat all grocery stores equally.

Public comments were received from the United Food and Commercial Workers (UFCW) and store employees supporting an ordinance more closely modeling the City of Long Beach ordinance. Overall, employees expressed concerns that stores were placing too many machines in operation without proper supervision to support customers. Additionally, employees stated they were assigned duties, including oversight of locked items, that prevented assisting customers or monitoring for theft. The UFCW provided a letter opposing any revision to the Long Beach ordinance that provided alternative compliance, didn't include addressing food retail stores over 85,000 square feet, and the new notification of violation language.

Representatives of store owners and store managers spoke in opposition of any need for an ordinance. They stated that retail theft had been addressed via a package of state legislation passed in 2024 that considered and rejected restrictions on self-checkout as they did not represent a significant source of theft. Store representatives also felt that staffing concerns had been addressed with the UFCW in their 2025 Collective Bargaining Agreements (CBA). The provisions of the CBAs include required staffing of self-checkout banks and that one full-service checkout lane be open from the hours of 8:00 a.m. to 7:00 p.m. Lastly, concerns were expressed with enforcement through private right of action and store or employee liability, especially to the extent they could effectively enforce the 15 items or less limit and the restriction on secure or locked items from use of self-checkout.

The City Council on a motion by Councilmember Gameros and seconded by Councilmember Marr, introduced for first reading by title only and waiving further reading, an ordinance substantially based on the City of Long Beach that:

1. Maintains the proposed 7 day right to cure;
2. Eliminates the alternative compliance language;
3. Addresses food retail stores over 85,000 square feet; and
4. Requires notice to local store management in addition to any contact designated by a store.

Language from the Long Beach Ordinance has been restored for large food retail stores over 85,000 square feet with 10% of floor space dedicated to non-taxable goods, such as groceries and prepared foods. For example, the Target (Harbor Blvd. location) is already covered by the ordinance as a drug retail store and would also be categorized as a food retail store under this provision. Any future large warehouse stores would likely be subject to this provision.

Further, Council directed staff to include additional language requiring notification to the local store managers. This would help ensure proper notification to address reported violations.

Additionally, the City Council directed staff to return to Council in one year to provide a review of such ordinance.

ALTERNATIVES:

The City Council may adopt the Ordinance as proposed, modify the Ordinance, or not adopt the Ordinance.

If the City Council chooses to make substantive modifications to the Ordinance after introduction, the modified Ordinance would need to be brought back at a future meeting for adoption.

FISCAL REVIEW:

The direct impacts to the City's General Fund (Fund 101) cannot be quantified at this time.

LEGAL REVIEW:

The City Attorney reviewed this agenda report and the ordinance and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council Adopt Ordinance No. 2026-XX Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations.

ORDINANCE NO. 2026-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING ARTICLE 7 TO CHAPTER II OF TITLE 9 OF THE COSTA MESA MUNICIPAL CODE RELATING TO GROCERY AND DRUG STORE STAFFING STANDARDS FOR SELF-SERVICE CHECKOUT STATIONS

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

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, on November 4, 2025, the City Council directed staff to return with a draft ordinance to establish staffing requirements for self-service checkout stations; and

WHEREAS, the City Council desires to establish staffing standards for self-service checkout stations located in retail grocery and/or drug stores.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Article 7 is hereby added to Chapter II of Title 9 of the Costa Mesa Municipal Code to read as follows:

GROCERY AND DRUG STORE STAFFING STANDARDS FOR SELF-SERVICE CHECKOUT STATIONS

9-170 Purpose.

It is in the public's interest to require grocery and drug stores to adopt effective preventative measures that will address the impacts on public health and safety that retail theft creates within the context of self-service checkout operations where theft commonly occurs but remains largely unchecked and underreported. Regulating the staffing of self-service checkout operations will address the hostile and unsafe working conditions for employees, and unsafe shopping environments for customers.

9-171 Short Title.

This ordinance shall be known as the "Self-Service Checkout Staffing Requirements."

9-172 Definitions.

For the purpose of this Ordinance:

“City” means the City of Costa Mesa.

“Customer” means an individual who buys consumer goods from a Drug Retail Establishment or Food Retail Establishment.

“Drug Retail Establishment” means a retail store that sells a variety of prescription and nonprescription medicines and miscellaneous items, including drugs, pharmaceuticals, sundries, fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, prepared foods, and other merchandise.

“Employee” means a worker employed directly by a hiring entity at a Drug Retail Establishment or Food Retail Establishment. Employee does not include managers, supervisors or confidential employees.

“Food Retail Establishment” means a retail store that is either: (1) over fifteen thousand (15,000) square feet in size and sells primarily household foodstuff for offsite consumption, including fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods (other household supplies or products are secondary to the primary purpose of food sales); or (2) over eighty-five thousand (85,000) square feet and with ten percent (10%) of their sales floor area dedicated to the sale of non-taxable merchandise including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods.

“Non-Self-Service Checkout station” means a station that is not a Self-Service Checkout and at which an employee provides human assistance to a customer for scanning, bagging, and/or accepting payment for the customer’s purchases.

“Self-Service Checkout” means the automated processes that enable customers to scan, bag, and pay for their purchases without human assistance, including but not limited to fixed self-checkout, scan-and-go self-checkout, or mobile self-checkout.

“Self-Service Checkout station” means a station at a fixed location within a Drug Retail Establishment and/or Food Retail Establishment at which a customer can engage in a Self-Service Checkout for the customer’s purchases.

9-173 Self-Service Checkout requirement.

A. Drug Retail Establishments and Food Retail Establishments that provide Self-Service Checkout options shall provide at least one Non-Self-Service Checkout station staffed by an Employee that is available during the times that a Self-Service Checkout option is available to customers, and Drug Retail Establishments and Food Retail Establishments shall establish, implement, and advertise limits to Self-Service Checkout to purchases of no more than fifteen (15) items.

B. Drug Retail Establishments and Food Retail Establishments shall have an established workforce policy that prohibits customers from using a Self-Service Checkout station to purchase either of the following:

1. Items that require customers to provide a form of identification, including, but not limited to, alcohol and tobacco products.
2. Items subject to special theft-deterrent measures that are affixed to the item, including, but not limited to, electronic article surveillance, ink, or other tags, or items placed in locked cabinets, that require the intervention of an Employee to remove them before purchase.

C. Drug Retail Establishments and Food Retail Establishments shall notify the public of this Ordinance by prominently posting signage in a location accessible to customers, which includes either a link or QR code to the City of Costa Mesa website regarding this Ordinance, a summary of the public's rights under this Ordinance, a physical and/or email address to which notifications of violations of this Ordinance may be delivered, and the enforcement options available to the public pursuant to this Article. Failure to have and/or maintain an address pursuant to this section shall waive a Drug and/or Food Retail Establishment's ability to assert lack of notice in any civil action brought pursuant to this Ordinance.

D. Self-Service Checkout stations shall be located to enable observation and surveillance from both employees of Drug Retail Establishments and Food Retail Establishments and local law enforcement.

9-174 Self-Service Checkout staffing requirements.

A. Drug Retail Establishments and Food Retail Establishments that provide Self-Service Checkout options shall assign at least one (1) Employee to supervise the Self-

Service Checkout operation at all times that Self-Service Checkout is in operation during business hours. The assigned Employee shall have no other work responsibilities that would interfere with their ability to maintain direct visual inspection and surveillance of the Self-Service Checkout operations.

B. In the event a Drug Retail Establishment or Food Retail Establishment operates two (2) or more Self-Service Checkout stations, the Drug Retail Establishment or Food Retail Establishment shall maintain a staffing ratio of at least one (1) Employee for every three (3) Self-Service Checkout Stations (1:3 ratio). The manner in which this standard is implemented may take into account operational and logistical feasibility.

9-175 Enforcement.

A. A Customer or Employee must notify on-site management verbally or in writing and notify a Drug Retail Establishment or Food Retail Establishment in writing at the address established pursuant to section 9-173(c) of a violation, after which the establishment shall have seven calendar days from the date of notification to cure the violation. If the violation is not cured, a Customer or Employee of a Drug Retail Establishment or Food Retail Establishment may bring a private right of action in the Superior Court of the State of California against a Drug Retail Establishment or Food Retail Establishment for violating this Article and, upon prevailing, may be awarded:

1. A civil penalty for each violation of this Article of one hundred dollars (\$100) for each employee of the Drug Retail Establishment or Food Retail Establishment. Each day the violation is not cured, the penalty shall increase an additional one hundred dollars (\$100) per employee per day up to a limit of one thousand dollars (\$1,000) per employee per day for each day in which the violation remains uncured.

2. Attorneys' fees and costs.

9-176 Retaliatory action prohibited.

No Drug Retail Establishment or Food Retail Establishment shall terminate, reduce in compensation, or otherwise discriminate against any Employee for seeking to enforce their rights under this Article by any lawful means, for participating in proceedings related to this Article, for opposing any practice proscribed by this Article, or for otherwise asserting rights under this Article.

9-177 Alternative Compliance

~~As an alternative means of compliance, a Drug Retail Establishment or Food Retail Establishment shall implement all the following security measures:~~

~~A. Self-Service Checkout Stations are separated from Non-Self Service Checkout stations by railing or other barriers.~~

~~A. At least one Non-Self Service Checkout station is in operation and located between the public exit and the Self-Service Checkout Stations allowing employees to monitor customers exiting.~~

~~B. At least one staff person is dedicated to the self-checkout area during all hours of self-checkout operation.~~

Section 2. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 3. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, 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 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 4. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this ____ day of _____, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-xx was duly introduced for first reading at a regular meeting of the City Council held on the ____ day of _____ 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the ____ day of _____, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ____ day of _____, 2026.

Brenda Green, City Clerk

ORDINANCE NO. 2026-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING ARTICLE 7 TO CHAPTER II OF TITLE 9 OF THE COSTA MESA MUNICIPAL CODE RELATING TO GROCERY AND DRUG STORE STAFFING STANDARDS FOR SELF-SERVICE CHECKOUT STATIONS

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WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, on November 4, 2025, the City Council directed staff to return with a draft ordinance to establish staffing requirements for self-service checkout stations; and

WHEREAS, the City Council desires to establish staffing standards for self-service checkout stations located in retail grocery and/or drug stores.

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2. Items subject to special theft-deterrent measures that are affixed to the item, including, but not limited to, electronic article surveillance, ink, or other tags, or items placed in locked cabinets, that require the intervention of an Employee to remove them before purchase.

C. Drug Retail Establishments and Food Retail Establishments shall notify the public of this Ordinance by prominently posting signage in a location accessible to customers, which includes either a link or QR code to the City of Costa Mesa website regarding this Ordinance, a summary of the public's rights under this Ordinance, a physical and/or email address to which notifications of violations of this Ordinance may be delivered, and the enforcement options available to the public pursuant to this Article. Failure to have and/or maintain an address pursuant to this section shall waive a Drug and/or Food Retail Establishment's ability to assert lack of notice in any civil action brought pursuant to this Ordinance.

D. Self-Service Checkout stations shall be located to enable observation and surveillance from both employees of Drug Retail Establishments and Food Retail Establishments and local law enforcement.

9-174 Self-Service Checkout staffing requirements.

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9-175 Enforcement.

A. A Customer or Employee must notify on-site management verbally or in writing and notify a Drug Retail Establishment or Food Retail Establishment in writing at the address established pursuant to section 9-173(c) of a violation, after which the establishment shall have seven calendar days from the date of notification to cure the violation. If the violation is not cured, a Customer or Employee of a Drug Retail Establishment or Food Retail Establishment may bring a private right of action in the Superior Court of the State of California against a Drug Retail Establishment or Food Retail Establishment for violating this Article and, upon prevailing, may be awarded:

1. A civil penalty for each violation of this Article of one hundred dollars (\$100) for each employee of the Drug Retail Establishment or Food Retail Establishment. Each day the violation is not cured, the penalty shall increase an additional one hundred dollars (\$100) per employee per day up to a limit of one thousand dollars (\$1,000) per employee per day for each day in which the violation remains uncured.

2. Attorneys' fees and costs.

9-176 Retaliatory action prohibited.

No Drug Retail Establishment or Food Retail Establishment shall terminate, reduce in compensation, or otherwise discriminate against any Employee for seeking to enforce their rights under this Article by any lawful means, for participating in proceedings related to this Article, for opposing any practice proscribed by this Article, or for otherwise asserting rights under this Article.

Section 2. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 3. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, 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 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 4. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this ____ day of _____, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-xx was duly introduced for first reading at a regular meeting of the City Council held on the 20th day of January 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 3rd day of February, 2026, 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 4th day of February, 2026.

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-102

Meeting Date: 2/3/2026

TITLE:

CLIMATE ACTION AND ADAPTATION PLAN (CAAP) STATUS AND OUTREACH UPDATE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/PLANNING DIVISION

PRESENTED BY: AMBER GREGG, PLANNING CONSULTANT, AND ANNA MCGILL, PLANNING AND SUSTAINABLE DEVELOPMENT MANAGER

CONTACT INFORMATION: AMBER GREGG, PLANNING CONSULTANT,
AMBER.GREGG@COSTAMESACA.GOV

RECOMMENDATION:

Staff recommends the City Council receive the presentation, provide feedback, and file this report.



Agenda Report

Item #: 26-102

Meeting Date: 02/03/2026

TITLE: CLIMATE ACTION AND ADAPTATION PLAN (CAAP) STATUS AND OUTREACH UPDATE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: AMBER GREGG, PLANNING CONSULTANT, AND ANNA MCGILL, PLANNING MANAGER (ADVANCE PLANNING)

**CONTACT INFORMATION: AMBER GREGG, PLANNING CONSULTANT,
AMBER.GREGG@COSTAMESACA.GOV**

RECOMMENDATION:

Staff recommends the City Council receive the presentation, provide feedback, and file this report.

BACKGROUND:

Purpose of the Climate Action and Adaptation Plan

The City is developing a Climate Action and Adaptation Plan (CAAP) to establish a comprehensive, long-term strategy to reduce greenhouse gas (GHG) emissions and prepare Costa Mesa for the impacts of climate change. The CAAP supports the City Council's goal to Advance Environmental Sustainability and Climate Resiliency and aligns with state mandates and best practices for local climate planning.

The CAAP will provide multiple community benefits, including:

- Environmental sustainability: Establishing measurable GHG reduction targets and actions aligned with State climate goals.
- Public health benefits: Improving air quality, reducing extreme heat impacts, and supporting active and healthy communities.
- Emergency preparedness and resilience: Identifying climate-related vulnerabilities and strategies to reduce risk from extreme heat, drought, flooding, wildfire smoke, and other climate hazards.
- Economic benefits: Supporting cost savings, energy efficiency, workforce development, and economic competitiveness.
- Grant readiness: An adopted CAAP strengthens the City's competitiveness for state and federal sustainability and resilience grants by demonstrating clear climate goals, documented need, and readiness to implement projects. Many funding programs prioritize or require consistency with an adopted climate or sustainability plan, allowing Costa Mesa to respond more quickly and

competitively to grant opportunities. Cities across California have used grant funding to advance sustainability-related capital projects and policy initiatives aligned with climate plans, including energy efficiency upgrades, building and fleet electrification, active transportation improvements, EV charging infrastructure, urban greening, and climate resilience projects.

- *Strategic Roadmap for Decision-Making*: The CAAP provides City decision-makers with a clear roadmap of sustainability initiatives and investment opportunities, allowing actions to be prioritized, coordinated, and implemented in an organized and cost-effective manner. This approach helps align policy decisions, capital investments, and funding opportunities while maximizing fiscal efficiency.

Project Timeline

Environmental sustainability and climate resilience was identified as a City Council core value and goal as part of the City Council's Goals and Objectives Strategic Plan. Development of a CAAP was included in the five-year Capital Improvement Project (CIP) in the 2022-2023 fiscal year. Following this direction, the City released a Request for Proposals in August 2023 and selected Dudek as the consultant team to assist with development of Costa Mesa's first Climate Action and Adaptation Plan. The proposal was approved by the City Council on October 15, 2024, and project work formally commenced following City Council approval of the professional services agreement in December 2024. Links to the October 15, 2024, staff report are provided below:

City Council Staff Report, October 15, 2024:

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=6891884&GUID=23ED8B9D-86C9-460B-B0C6-0C976B6B7B60>

City Council Meeting Minutes, October 15, 2024:

<https://costamesa.legistar.com/View.ashx?WillM=M&ID=1213774&GUID=7D61BBF0-8744-45F4-9F19-62970E201108>

The project is currently progressing through the technical analysis and stakeholder engagement phases, consistent with the approved scope of work and schedule, with completion happening later this year.

PROJECT PROGRESSION

Tasks Overview

The CAAP is being developed through a structured, multi-phase process that includes technical analysis, policy evaluation, and extensive community and stakeholder engagement. Key tasks completed, or near completion, to date include:

- *Data Collection* - Collection and organization of extensive data from multiple sources, including utilities, City departments, regional agencies, and external partners, to establish a defensible technical foundation for the CAAP. This effort includes reviewing data availability over a two-year time period from 2022 to 2023, coordinating data requests, and resolving gaps or privacy limitations.

- *Review of Existing Plans, Policies, and Programs* - Comprehensive review of the City's General Plan, Municipal Code, sustainability reports, transportation plans, hazard mitigation documents, and other relevant local and regional plans to ensure the CAAP aligns with existing policy direction and identifies opportunities for integration and updates.
- *GHG Emissions Inventory and Future Projections* - Development of a detailed greenhouse gas emissions inventory for both community-wide activities and municipal operations, using utility, transportation, waste, water, and fleet data. This analysis establishes a baseline and evaluates future emissions scenarios, including density increases from Neighborhoods Where We All Belong and FDC, to inform reduction targets and policy decisions.
- *Climate Vulnerability and Risk Assessment* - Evaluation of climate-related risks such as extreme heat, drought, air quality, flooding, and other hazards using GIS data, regional studies, and local plans. This task identifies vulnerable populations, critical facilities, and infrastructure to inform targeted adaptation and resilience strategies.
- *Interdepartmental Coordination Across City Departments* - Ongoing coordination with multiple City departments to gather data, validate assumptions, align policies, and identify feasible implementation actions. This collaboration supports shared ownership of the CAAP and integration into City operations and long-term planning efforts.
- *Community Outreach and Stakeholder Engagement* - Design and implementation of a robust engagement program, including working group meetings, community events, surveys, and coordination with existing City activities. This effort ensures community perspectives, equity considerations, and stakeholder input are meaningfully incorporated into the CAAP.

Public Outreach and Input

Public engagement is a central component of the CAAP process. Outreach efforts to date have focused on raising awareness, gathering early input, and ensuring representation from a diverse range of community voices. Engagement activities include project website updates, targeted outreach, social media posts, surveys, and facilitated discussions designed to inform future policy development.

Public outreach kicked off at the City's 2025 Earth Day event with interactive activities to help residents of all ages share ideas and priorities for a sustainable Costa Mesa. A second event was held at the City's Concerts in the Park, and staff also provided information at several pop-up events, including back to school night and coffee chats.



Stakeholder Engagement

For purposes of the CAAP, external stakeholders include organizations and entities outside of City government that help shape, implement, or are affected by climate-related policies and actions. These stakeholders provide valuable insight into real-world conditions, operational considerations, and community priorities. Outreach efforts have included representatives from existing businesses and operations, land use and new development interests, local organizations and advocacy groups, and utility providers.

The City has convened both group and individual meetings with external stakeholders to gather targeted input throughout the CAAP development process. These meetings create opportunities to share perspectives, identify opportunities, and help shape climate strategies that are feasible, locally appropriate, and responsive to community needs.

For example, staff met with representatives of the Building Industry Association (BIA) to discuss how the development community can support climate strategies in a practical and cost-effective manner. These discussions informed the feasibility of potential measures related to building energy efficiency, electrification, and construction practices, while also providing insight into market conditions, implementation challenges, and alignment with state building standards and industry best practices. This collaborative approach helps ensure the CAAP's recommendations are realistic, implementable, and supportive of both environmental goals and economic vitality.

In addition, staff will present the CAAP to students enrolled in the Coastline ROP Climate Sustainability Program in February, providing an opportunity to engage students who are actively studying climate change, renewable energy, and urban sustainability, and to incorporate youth perspectives while building awareness and long-term community stewardship around the City's climate goals.

NEXT STEPS:

Policy Development

Based on completed technical analysis and stakeholder input, the CAAP is now transitioning into the policy development phase. This phase focuses on identifying the actions and strategies that will drive the majority of greenhouse gas (GHG) reductions while remaining feasible, equitable, and aligned with Costa Mesa's operational and regulatory framework.

The table below summarizes the key policy topic areas and representative objectives that are anticipated to account for the majority of GHG reductions in the CAAP. These policy areas represent the most impactful opportunities for emissions reduction across sectors such as transportation, energy, buildings, waste, water, and urban lands. While these key objectives are expected to account for a significant portion of anticipated emissions reductions, the full CAAP will also include a broader suite of complementary policies and best practices that support long-term sustainability, resilience, and climate preparedness.

Staff is presenting these draft policy areas to the City Council at this stage for informational purposes and to solicit early feedback on overall policy direction, implementation considerations, and the City's long-term ability to support and carry out these actions. City Council input will help staff and the

consultant refine policy approaches, calibrate levels of commitment, and ensure that recommended actions are realistic and aligned with community and City priorities.

TABLE 1 – Potential CAAP Key Policy Objectives

Sector	Primary Objective	What This Means
Transportation	Cleaner Transportation	Increase electric vehicle use, expand charging infrastructure, and reduce reliance on single-occupancy vehicle trips.
	Reduce Vehicle Miles Traveled (VMT)	Support walking, biking, transit, and land use patterns that shorten daily trips.
Energy & Buildings	Electrify Buildings	Transition buildings away from natural gas toward electric appliances and systems over time.
	Improve Energy Efficiency	Lower energy use in new and existing buildings through efficiency upgrades and performance improvements.
	Decarbonize Energy Supply	Increase use of renewable energy, such as solar and clean electricity options.
Off-Road Equipment	Electrify Equipment	Transition landscaping, maintenance, and construction equipment to zero-emission alternatives.
Water & Wastewater	Reduce Water & Energy Demand	Promote water efficiency, reuse, and conservation to reduce energy use associated with water systems.
Solid Waste	Reduce Landfill Waste	Expand waste reduction, recycling, composting, and material reuse programs.
Natural & Urban Lands	Enhance Carbon Sequestration	Expand urban greening, tree canopy, and nature-based solutions that reduce heat and absorb carbon.

Policy and Implementation Framework

The CAAP is intended to function as a policy and implementation framework that identifies clear objectives for reducing greenhouse gas (GHG) emissions and improving climate resilience, while allowing flexibility in how those objectives are achieved. Rather than relying on a single implementation model, the CAAP will include a range of policy tools, recognizing that different actions may warrant different levels of commitment and enforcement.

Climate policies within the CAAP may be implemented through a spectrum of approaches, including:

- Regulatory or mandated actions, particularly for municipal operations or future development;
- Incentive-based or encouraging policies that promote desired outcomes through programs, funding, or partnerships;
- Voluntary and educational initiatives that support behavior change and community participation; and
- Hybrid approach that combines regulatory, programmatic, and educational tools.

As part of policy development, staff and the consultant will evaluate how different policy approaches affect accountability, administrative effort, monitoring needs, and long-term effectiveness. Some

policies may include clearly defined performance standards and reporting mechanisms, while others may prioritize flexibility and adaptability as technologies, funding sources, and best practices evolve.

The table below provides a comparison of different policy implementation approaches based on level of prescriptiveness, flexibility, and administrative commitment. While the types of actions may appear similar, more prescriptive or enforceable mechanisms ensure accountability and sustained emissions reductions, whereas flexible policies rely more heavily on incentives, voluntary participation, and programmatic support.

TABLE 2 – Policy Implementation Approaches in the CAAP

Topic	More Prescriptive Policy Approaches	More Flexible Policy Approaches
Primary Role	Establishes clear requirements to ensure consistent GHG reductions	Provides a strategic roadmap supported by programs and incentives
Implementation Tools	Ordinances, standards, formal requirements	Incentives, voluntary programs, partnerships, education
Up-Front Effort	Higher level of analysis, documentation, and coordination	Lower initial effort with phased implementation
Flexibility Over Time	Less flexible; updates may require formal amendments	More adaptable to evolving technology and policy conditions
Monitoring & Reporting	Defined tracking, reporting, and accountability mechanisms	Monitoring may be scaled or program-based
Consistency Across Projects	Creates uniform expectations and outcomes	Allows tailored approaches based on context
Administrative Commitment	Greater ongoing staffing and oversight requirements	More manageable within existing City capacity
Risk Management	Higher accountability tied to measurable commitments	Lower exposure tied to programmatic and voluntary actions
Grant & Funding Alignment	Strong alignment with certain state and regional funding programs	Continues to support grant competitiveness and coordination

For additional information, Dudek, the City's consultant, has developed a list of broad sample policies to reduce GHG in Costa Mesa, which are provided under Attachment 1. The examples show potential policies under prescriptive versus flexible approaches.

Relationship to Ongoing Environmental Review Efforts

Since the CAAP RFP was released, the City has also advanced two major environmental review efforts that include comprehensive GHG analysis: 1) the Neighborhoods Where We All Belong (NWWAB) rezoning initiative and 2) the Fairview Development Center (FDC) project. Both Environmental Impact Reports include detailed GHG inventories, reduction measures, and mitigation strategies that may provide opportunities for tiering or streamlined environmental review for future projects.

Staff is evaluating how these existing and ongoing environmental review efforts align with the CAAP, and whether they may already provide similar CEQA streamlining benefits without the additional administrative requirements associated with maintaining a CEQA-qualified CAAP.

Public Workshop and Public Review

Draft CAAP objectives and strategies will be vetted/reviewed with our internal stakeholder group and once refined, will be presented at a public workshop in Spring 2026. Additional opportunities for public review and comment will be provided prior to finalizing the plan for City Council consideration.



PUBLIC NOTICE:

There is no public notice requirement for the CAAP status and outreach update. However, the City provided the following informal notice:

- The date and time of the update was posted on the project website.
- Information about the update was emailed to the effort's interest list.

FISCAL REVIEW:

There is no fiscal impact with this action. The project has a budget of \$500,000, of which \$335,168 remains in the project balance at the time of the City Council hearing date. There is an available budget of \$112,051 in the General Fund (Fund 101) and \$223,117 in the Capital Improvement Fund (Fund 401).

CITY COUNCIL GOALS AND PRIORITIES:

This effort supports the City Council's goal to advance environmental sustainability and climate resiliency by developing a long-term framework to reduce greenhouse gas emissions, enhance climate preparedness, and protect community health and economic vitality.

CONCLUSION:

The Climate Action and Adaptation Plan is progressing as planned and continues to benefit from technical analysis, stakeholder collaboration, and community engagement. Staff welcomes City Council feedback on the project and looks forward to continued collaboration as the CAAP advances toward public review and adoption.

Policy Implementation Approaches in the CAAP

Introduction

The below table provides a comparison of different policy implementation approaches based on level of prescriptiveness, flexibility, and administrative commitment. While the types of actions may appear similar, more prescriptive or enforceable mechanisms ensure accountability and sustained emissions reductions, whereas flexible policies rely more heavily on incentives, voluntary participation, and programmatic support.

City of Costa Mesa CAAP

Potential Top GHG Reduction Community-wide Objectives

Sector	Objective	Prescriptive Policy Example City Actions Available to Accomplish Objectives	How would a more flexible CAAP be different?
On-Road Transportation	Transition to Electric Vehicles	<ul style="list-style-type: none"> Encourage the community to transition to electric vehicles (EVs): <ul style="list-style-type: none"> City-led initiatives to provide EV charging infrastructure in public areas Adopt an ordinance to require EV charging infrastructure above code for new development. Example: SFR: each DU equipped with dedicated 208/240-volt branch circuit or Level 2 EVSE/EVCS (EV charger); 	Instead of adopting an ordinance to require EV charging infrastructure above code, the City could encourage or incentivize new development to provide EV chargers, for example through permit streamlining, providing technical assistance and/or guides, etc.
	Reduce VMT	<ul style="list-style-type: none"> Encourage the use of alternative modes of travel: facilitate micromobility programs, require end-of-trip bike facilities in new development, expand sidewalks, install new bike lanes, etc. Reduce single-occupancy vehicle trips: require commute trip reduction programs for large companies, require rideshare/carpooling/vanpooling corporate programs for large companies, promote employer parking cash out Optimize land use to minimize commute distances: update land use designations, zoning, or overlays to 	Instead of requiring specific VMT reduction measures through ordinances or development standards, a non-qualified CAP would likely focus on encouraging or supporting these strategies rather than mandating them. For example, the City could promote micromobility and active transportation through outreach campaigns, provide voluntary guidance for employers on rideshare programs, or collaborate with transit agencies to explore service improvements without committing to enforceable actions. Land use

Sector	Objective	Prescriptive Policy Example City Actions Available to Accomplish Objectives	How would a more flexible CAAP be different?
		<p>allow for higher density development to decrease travel distances</p> <ul style="list-style-type: none"> • Incentivize use of public transit community-wide: City-led development of mobility hubs, City provides subsidized transit passes to city employees and community members, partner with transit organizations to expand transit coverage and improve transit service 	changes might be framed as aspirational actions rather than codified requirements.
Energy and the Built Environment	Electrify Buildings	<ul style="list-style-type: none"> • For existing development, require the switch to appliances that utilize less emissions-intensive energy sources and/or the replacement of natural gas appliances with electric alternatives during renovations • Adopt an electrification/GHG performance standard ordinance for new development and large-scale renovations 	Instead of requiring electrification through ordinances or performance standards for new development and major renovations, a non-qualified CAP would likely focus on voluntary measures and incentives. For example, the City could provide educational resources and technical assistance to building owners, and offer rebates or grants for electric appliance upgrades. The plan might encourage electrification during renovations rather than mandate it, and frame actions as recommendations rather than enforceable requirements.
	Increase Building Efficiency	<ul style="list-style-type: none"> • Facilitate energy audits for building owners to understand possible energy efficiency upgrade options • For renovations not requiring permits, incentivize retrofits with energy-efficient upgrades • Adopt an energy efficiency ordinance for new development and large-scale renovations. Examples: requirement of CALGreen voluntary measures as mandatory, achievement of energy performance target or energy budgets greater than statewide standards • Adopt an energy efficiency ordinance for existing buildings. Examples: requirement of owners of large buildings to track and report whole-building energy use, periodic energy audits to identify and implement 	Instead of adopting mandatory energy efficiency ordinances or requiring building owners to track and report energy use, a non-qualified CAP would likely focus on voluntary programs and incentives. For example, the City could provide educational resources, promote energy audits, and offer rebates or grants for efficiency upgrades. Guidance on CALGreen standards or energy performance targets might be presented as recommendations rather than enforceable requirements. Programs like cool roof and pavement initiatives would still be encouraged through outreach and partnerships.

Sector	Objective	Prescriptive Policy Example City Actions Available to Accomplish Objectives	How would a more flexible CAAP be different?
		<p>efficiency upgrades, and set targets to reduce energy consumption (e.g., 2% reduction annually).</p> <ul style="list-style-type: none"> • Cool roof and pavement programs; City provides guides, toolkits, and/or technical assistance to support cool roof and pavement programs, partner with utilities to support with rebates (e.g., Cool Communities Project sponsored by CEC) 	
	Decarbonize Energy Use	<ul style="list-style-type: none"> • Increase electricity generation from on-site renewable energy (e.g., solar photovoltaic systems): streamline permitting processes, provide technical assistance for PV and battery systems, potentially require installation of rooftop solar above code through ordinance • Automatically enroll community members in electricity options that provide 100% renewably sourced energy (enter into CCA agreement), with opt out options 	<p>Instead of requiring installation of rooftop solar above code or automatically enrolling community members in electricity options that provide 100% renewably sourced energy, a non-qualified CAP would likely focus on voluntary participation and supportive measures that encourage decarbonization. For example, the City could provide educational resources and technical assistance for solar and battery systems, promote streamlined permitting, and encourage residents to opt into renewable energy programs rather than automatic enrollment.</p>
Off-Road Equipment	Electrify Off-Road Equipment	<ul style="list-style-type: none"> • Increase electric and zero-emission off-road and landscaping equipment adoption: adopt ZEV landscaping equipment ordinance, permit streamlining for contractors with ZEV fleets 	<p>Instead of adopting an ordinance requiring zero-emission landscaping equipment, a non-qualified CAP would likely focus on voluntary adoption and supportive measures that encourage the switch to electric equipment. For example, the City could provide educational resources, promote incentive programs or rebates for electric equipment, and encourage contractors to transition through outreach and recognition programs rather than enforceable requirements.</p>
Water and Wastewater	Reduce Water Consumption	<ul style="list-style-type: none"> • Require use of low-flow appliances and drought-tolerant landscaping in new development and renovations • Encourage or require water reuse and recycling (e.g., graywater, rain barrels, recycled water) 	<p>Instead of requiring the use of low-flow appliances and drought-tolerant landscaping in new development or mandating water reuse and recycling systems, a non-qualified CAP would likely focus on voluntary adoption and incentives. For example, the City could provide educational</p>

Sector	Objective	Prescriptive Policy Example City Actions Available to Accomplish Objectives	How would a more flexible CAAP be different?
			resources, promote water conservation through outreach campaigns, and offer rebates for installing low-flow fixtures or rainwater harvesting systems.
Solid Waste	Reduce Waste to Landfills	<ul style="list-style-type: none"> • Reduce the generation of waste (e.g., through reuse and repair programs) and diverting material (e.g., recycling and composting programs) 	Similar or the same as qualified CAAP actions.
Natural and Urban Lands	Enhance Carbon Sequestration	<ul style="list-style-type: none"> • Require nature-based solutions in new and existing developments as appropriate (e.g., bioswales, tree-shaded parking, green roofs) • Adopt tree replacement ordinance • Install community gardens, rain gardens, urban farms, etc. by requiring large new developments (e.g., 200+ residential units and 250k+ SF non-residential) to participate and City-led efforts 	Instead of requiring nature-based solutions in new and existing developments or mandating participation in tree replacement and community garden programs, a non-qualified CAP would likely focus on voluntary efforts and incentives. For example, the City could encourage developers to incorporate green infrastructure through design guidelines, promote tree planting and urban greening through outreach campaigns, and offer grants or recognition programs for projects that include bioswales, rain gardens, or green roofs.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-108

Meeting Date: 2/3/2026

TITLE:

OPERATIONS AGREEMENT FOR LIONS PARK CAFE

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: BRIAN GRUNER, PARKS AND COMMUNITY SERVICES
DIRECTOR

CONTACT INFORMATION: BRIAN GRUNER, PARKS AND COMMUNITY SERVICES, (714)
754-5009

RECOMMENDATION:

Staff recommends the City Council:

1. Award an operation agreement to Neat Coffee for the Management and Operation of the Lions Park Cafe.
2. Authorize the City Manager or her designee to negotiate the terms and conditions for the financial share between the City and Neat Coffee.
3. Authorize the City Manager and the City Clerk to execute the operating agreement and future amendments to the agreement (Attachment 1) within City Council authorized limits.
4. Appropriate net revenues as received by the City that comply with the agreement of 50% net revenue to the OC Public Library for a net neutral impact.

BACKGROUND:

Lions Park is an active campus that is home to the Donald Dungan Library, Norma Hertzog Community Center, Lions Park Event Lawn, Airplane Playground, Downtown Recreation Center, and Historical Society. The newly constructed Café Kiosk is approximately 1,100 SF, including new decking, where Lions Park campus visitors will be able to enjoy snacks and beverages al fresco.

The City received \$1.2 million in American Rescue Plan Act funding through the County of Orange Board of Supervisors Office of Fifth District Supervisor Katrina Foley, to complete the unfinished café component of the Lions Park Project (Phase III). In addition, the City Council allocated an additional \$1.1 million from the Capital Improvement Fund. In February 2023, the City entered into an MOU with the County of Orange executing a revenue sharing agreement that provides funding for Orange County Public Libraries and maintenance at Mesa Verde Library and Donald Dungan Library (Attachment 2).

With the completion of Café Kiosk, the City is now seeking a viable café operator through a competitive Request For Proposals (RFP) process to ensure the selection of a professional and experienced local café operator.

ANALYSIS:

The Lions Park Café is intended to be a community amenity for both residents and visitors of the Lions Park campus, including the Donald Dungan Library, Lions Lawn, Airplane Playground, Downtown Recreation Center, Norma Hertzog Community Center and surrounding community facilities. The Café will serve a diverse clientele; therefore, the Café must meet community needs by providing a quality facility and ambience, a variety of cafe options, and experienced staff that can successfully manage the facility. The City's specific objectives for the selected vendor focus on providing high-quality, gourmet concession cafe services with dedicated full-time staff that can run the café reliably and professionally.

The Finance Department's Purchasing Division issued an RFP on October 2, 2025, in accordance with the City of Costa Mesa Municipal Code Chapter V. Finance, Article 2. Section 2-167 Formal Bidding Process. Purchasing staff has been the main contact for communication with all bidders throughout the RFP process, hosting a pre-bid meeting, answering questions via Planetbids, and requesting clarifying questions from the bidders to ensure proposals were evaluated in a fair, transparent, and equitable manner.

The RFP closed on October 22, 2025, and a total of two (2) proposals were submitted in accordance with the RFP guidelines. The proposals were reviewed to ensure each one met the criteria identified in the scope of work in the RFP. After this initial review, a rating panel consisting of management staff from the Public Works and Parks and Community Services Departments reviewed and evaluated proposals independently to assess qualifications and experience to address the City's needs. Proposals were screened for compliance with the City's RFP process and were scored on the following qualitative factors:

- Qualifications of the Proposer/Organization and Key Personnel
- Approach to providing the requested scope of services
- Cost Sharing

The procurement process also included interviews, held on December 10, 2025. Each vendor had the opportunity to provide additional clarifying operational information and ensure a more direct comparison of the proposals and their operational capabilities, backing, and history. The two proposing vendors presented their business models to the evaluation committee, showcased what makes them the best operator for the City's Lions Park Café, and presented their best and final proposal.

The evaluation committee was asked to score the presentations, separate from the proposal scoring. Ratings were given for the following categories:

- Grasp of the project
- Approach
- Qualifications and Experience
- Communication
- Quality of Presentation

After an extensive procurement process, it was determined that Neat Coffee possessed the best qualifications and experience to operate the City's Lions Park Café.

As a locally owned café business founded in 2015, Neat Coffee has spent the past decade building meaningful relationships with Costa Mesa residents and establishing itself as a gathering place where neighbors meet, ideas are shared, and community thrives.

Neat's proposal demonstrated their commitment to providing high-quality, affordable café services while serving as a collaborative partner to the City. They will offer carefully sourced coffee, thoughtfully prepared food, and a welcoming atmosphere that serves all members of our community. Further, they plan to offer pricing set below market rate to ensure accessibility within this public space and will implement discount programs for library cardholders. Neat Coffee stood out for these factors, as well as for their highly qualified team and extensive experience in café operations.

Staff prepared a recommendation to bring forward to City Council the award of an operator agreement to Neat Coffee.

ALTERNATIVES:

The City Council may choose to reject the staff recommendation to award an agreement to Neat Coffee and direct staff to work with a different operator; or reject all proposals and start the procurement process again.

FISCAL REVIEW:

Upon Council approval to move forward with Neat Coffee, City staff will begin to negotiate the terms and conditions of the agreement, as well as the City's financial share. The Lions Park Café was funded through a combination of \$1.2 million provided by the County of Orange Board of Supervisors' Office of Fifth District Supervisor Katrina Foley and \$1.1 million in City Capital Funds, for a total of \$2.3 million. The City agreed to share revenue for the Café with the OC Public Library. The City will deposit the agreed upon amounts and provide 50% of net revenue payments to the OC Public Library.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Award an operation agreement to Neat Coffee for the Management and Operation of the Lions Park Cafe.
2. Authorize the City Manager or her designee to negotiate the terms and conditions for the financial share between the City and Neat Coffee.
3. Authorize the City Manager and the City Clerk to execute the operating agreement and future amendments to the agreement within City Council authorized limits.
4. Appropriate net revenues as received by the City that comply with the agreement of 50% net revenue to the OC Public Library for a net neutral impact.

CITY OF COSTA MESA CONCESSION AGREEMENT

This Concession Agreement (“AGREEMENT”) is made and entered into as of February 3, 2026 (“the EFFECTIVE DATE”), by and between the City of Costa Mesa, a California municipal corporation (“CITY”), and NEAT COFFEE, a California limited liability company (“CONCESSIONAIRE”).

RECITALS

A. CITY is seeking a public/private partnership for the full operation of the City’s Café Kiosk at Lions Park located at 1851 Park Avenue, (Exhibit “A”) to provide high-quality, gourmet concession café services with full-time staff, with the exclusive right to sell coffee, baked goods and like items.

B. Lions Park is an active campus that is home to the Donald Dungan Library, Norma Hertzog Community Center, Lions Park Event Lawn, Airplane Playground, Downtown Recreation Center, and the Historical Society. The newly constructed Café Kiosk is approximately 1,100 square feet including new decking, where Lions Park campus visitors can enjoy snacks and beverages al fresco.

C. CITY issued a Request for Proposal (RFP 26-05, Exhibit “B”) on October 1, 2025, seeking Proposals from qualified applicants for the Lions Park Café Concession Services, for the Parks and Community Services Department. CONCESSIONAIRE timely submitted a proposal to RFP 26-05 (Exhibit “C”) and CITY desires to award the Concession to CONCESSIONAIRE.

D. The CITY and CONCESSIONAIRE desire to enter into this AGREEMENT for CONCESSIONAIRE to operate the kiosk at Lions Park Café for the Parks and Community Services Department, subject to the terms and conditions of this AGREEMENT.

AGREEMENT

1.0 PREMISES

CONCESSIONAIRE shall be allowed to operate the premises described in Exhibit “A,” subject to the terms and conditions of this AGREEMENT. CONCESSIONAIRE will manage and operate the City’s Café Kiosk at Lions Park, located at 1851 Park Avenue, Costa Mesa, CA which is an approximately 1,100 SF facility, where Lions Park campus visitors can enjoy snacks and beverages al fresco while visiting the location (Exhibit “A”).

2.0 TERM AND OPTION

2.1. Term. The term of this AGREEMENT is from the EFFECTIVE DATE of this AGREEMENT and shall continue for a term of three (3) years.

2.2. Period of Extension. CITY may, at CITY’s option, extend the term of this AGREEMENT for a maximum of one (1) three (3)-year extension.

3.0 NATURE OF CONCESSION

CONCESSIONAIRE agrees to comply with all the following conditions:

3.1. Hours of Operation. CONCESSIONAIRE must at all times maintain a written schedule, delineating the operating hours of the Lions Park Cafe. The hours of operation shall be Monday through Sunday from 7:00 a.m. to 5:00 p.m. consistent with CONCESSIONAIRE's Proposal, attached as Exhibit "C."

3.2. Revenue Sharing. CONCESSIONAIRE will pay the CITY three (3%) of all gross revenue generated by café operations. Payment will be submitted by the 15th of each month following the month of sales. Payments will be accompanied by the required gross receipts report and monthly revenue/expense statement pursuant to Section G of the RFP. Payments made after the 15th of every month but prior to the last day of the month shall incur a five (5) percent penalty. Payments received after a 30-day delinquency shall incur a ten (10) percent penalty per late week. Multiple late payments may result in a breach of contract and termination of Concession Agreement with CONCESSIONAIRE pursuant to the terms outlined in the RFP (Exhibit "B") and consented to by CONCESSIONAIRE (Exhibit "C").

3.3. Capital Improvements and Installation of Equipment. CONCESSIONAIRE agrees to make the following capital improvements at its own expense and in accordance with Section 7 of this AGREEMENT. Unless otherwise agreed to in writing by CITY and CONCESSIONAIRE, all improvements made must permanently remain at the Lions Park Cafe and become property of the City of Costa Mesa. The following identifies the capital improvements needed and that will be conducted by CONCESSIONAIRE:

- (a) CONCESSIONAIRE must provide all necessary equipment, not provided by CITY, and make the facilities fully operational as a café.
- (b) CITY will install a floor drain in the front service area beneath the proposed location of the espresso machine.
- (c) CITY will install water line plumbing to provide filtered water connections for the espresso machine and the batch brew coffee machine.
- (d) CITY shall cooperate with CONCESSIONAIRE in the installation of exterior signage that incorporates the "Neat Coffee" branding alongside the "Café Mesa" name, subject to City approval of all designs and placements.
- (e) All equipment, furnishings and installations purchased by CONCESSIONAIRE shall be new, of modern design, and high-quality construction. All such CONCESSIONAIRE expenditure must

be pre-approved in writing by CITY before any purchase and/or installation is made. Purchased equipment will remain the property of the CONCESSIONAIRE during the concession agreement term and is subject to sale to CITY at the end of the concession agreement's term (minus depreciation costs). CONCESSIONAIRE is solely responsible for proper maintenance and repair of said equipment

3.4. Operation of Facilities & Regulatory Compliance. CONCESSIONAIRE will operate and manage the facilities in a competent and efficient manner at least comparable to other well-managed café facilities of a similar type in the Greater Orange County vicinity.

CONCESSIONAIRE will be solely responsible for: 1) all federal, state, and local tax obligations; 2) business license fees for the café location; 3) health department permit fees; 4) required insurance premiums; and 5) any other licenses, permits, or regulatory fees necessary for legal operation.

CONCESSIONAIRE shall offer non-alcoholic beverages and food items for sale to the patrons of the CITY and the general public. Types of products may include, but are not limited to: Hot beverages, hot and iced coffee drinks, teas, sodas, bottled water and juices, hot and iced chocolate drinks, sandwich products, snacks, nuts pastries, cookies, bagels, panini, biscotti, and fresh fruit.

CONCESSIONAIRE shall not offer tobacco, alcoholic products, or chewing gum at any time. CONCESSIONAIRE shall not sell beverages in glass containers.

CONCESSIONAIRE must provide the following: Napkins, serve ware, and beverage containers. Any disposable napkins, serve ware, or beverage containers utilized in the café shall be recyclable or compostable.

Commencement and completion of work shall be performed in strict compliance with CONCESSIONAIRE's Proposal (Exhibit "C"), unless otherwise agreed to in writing by the parties. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence the work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.5. Drug-Free Workplace Policy. CONCESSIONAIRE shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. CONCESSIONAIRE's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

In addition to the operation requirements contained herein, CONCESSIONAIRE shall comply with all operation, equipment and use of premises requirements specified

in RFP 26-05 (attached as Exhibit “B”) and consistent with CONCESSIONAIRE’s proposal (attached as Exhibit “C”).

3.6. Maintenance of Facilities and Facility Management. CONCESSIONAIRE will maintain the concession area and surrounding outdoor seating to the highest standards and perform all repairs to the café facility, including maintenance of equipment, as well as trash removal.

Concession cleanliness standards shall include: 1) multiple daily cleaning sweeps of service areas, floors, and equipment; 2) immediate attention to spills or cleanliness issues; 3) daily thorough cleaning of all surfaces, fixtures, and equipment at close of business; 4) pickup and proper disposal of all trash and debris into City-provider trash receptacles; 5) weekly deep cleaning procedures; 6) proper maintenance of all equipment according to manufacturer specifications; and 7) prompt reporting to City facilities staff or any maintenance needs beyond the capabilities of CONCESSIONAIRE.

CONCESSIONAIRE shall provide and maintain: 1) the commercial espresso machine; 2) coffee grinders; 3) batch brew coffee system; 4) freezer for acai bowls (to be scooped, not blended); 5) small wares and service items; 6) point-of-sale system; and 7) outdoor seating furniture and tables for deck area.

Facility Access and Security. CONCESSIONAIRE will cooperate with CITY staff to establish secure key control protocols for the café, storage areas, and any assigned gates or doors. Keys must be safeguarded and never duplicated without CITY approval. CONCESSIONAIRE’s keyholders will be responsible for opening and securing the facility daily, with backup procedures (approved by CITY) in place of staff absences.

Utilities and Communications. CONCESSIONAIRE will pay all utility costs associated with the café operation, including water, electricity, phone, and internet service. CONCESSIONAIRE shall establish its own business telephone line and use their own company mailing address for business correspondence, not CITY contact information.

In addition to the maintenance requirements contained herein, CONCESSIONAIRE shall comply with all operation, equipment and use of premises requirements specified in RFP 26-05 (attached as Exhibit “B”) and consistent with CONCESSIONAIRE’s proposal (attached as Exhibit “C”).

3.7. Personnel. CONCESSIONAIRE will at all times retain active, qualified, competent, and experienced personnel to supervise CONCESSIONAIRE’s operations at the premises and to represent and act for CONCESSIONAIRE at the premises.

- (a) CONCESSIONAIRE agrees that in order to ensure a safe environment for patrons of the café and CITY employees at the site, CONCESSIONAIRE will conduct criminal background checks at CONCESSIONAIRE’s expense on all employees, or volunteers, 18

years and older. CONCESSIONAIRE also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from employment. CONCESSIONAIRE agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are patrons at the café.

- (b) CONCESSIONAIRE must require its attendants and employees to be dressed properly, clean, courteous, efficient, and neat in appearance at all times.
- (c) CONCESSIONAIRE must maintain a close check of attendants and employees to ensure the maintenance of a high standard of service to the public. CONCESSIONAIRE must replace any employee for good cause pursuant to applicable federal and state laws.
- (d) CONCESSIONAIRE's staff training program, which shall be documented, shall include: 1) CONCESSIONAIRE service philosophy and customer interactive standards; 2) Espresso preparation and coffee brewing techniques; 3) food safety and sanitation practices; 4) point-of-sale system operation and cash handling procedures; 5) knowledge of menu items, ingredients, and accommodation of dietary needs; 6) sustainability practices including proper sorting of recyclables and compostables; 7) emergency procedures and protocols; 8) Orange County Health Department compliance requirements.
- (e) CONCESSIONAIRE's Safety Training Plan must address both employee and public safety as follows: 1) All staff will be trained in safe equipment operation, including proper use of espresso machines, grinders, blenders, and warming equipment; 2) slip, trip, and fall hazard prevention through immediate spill cleanup and proper floor maintenance; 3) burn and cut prevention protocols; 4) proper lifting techniques for inventory handling; 5) food allergen awareness and prevention of cross-contamination; 6) emergency contact information and procedures posted in staff areas; 7) First aid kit maintained on premises; 8) regular safety meetings to review procedures and address concerns; and 9) workers' compensation insurance maintained as required by California law.

3.8. Cost of Operation. CONCESSIONAIRE will assume the full cost of operating the facility, including staff, insurance, electricity, telephone/internet access, custodial, minor building and facility maintenance (under \$500 per incident) and upkeep.

3.9. Common Area. CITY will maintain the common area outside the café facility, including the restrooms, walkway, walkway lighting, and landscaping. CITY will maintain landscaping in the common area, and to procure trash bags for trash cans on a daily basis.

3.10. Coordination of Concessions. CONCESSIONAIRE will be responsible for the coordination of any concessions within the facility. CONCESSIONAIRE must obtain the approval of the Director of Community Services prior to the installation of any vending machine(s) on the premises. If approval is granted by the Director of Community Services, the installation and maintenance of aforementioned vending machine(s) will be done at the cost of CONCESSIONAIRE.

3.11. Publicity and Programs. CONCESSIONAIRE is responsible for the marketing of its programs and facility and all costs associated with said marketing, with the exception of the CITY's Bulletin of Activities, Class Schedule & Programs Guide. CONCESSIONAIRE will be notified of the due dates for all information contained in the Guide and will be expected to submit information as required to meet the CITY's publication schedule.

3.12. Prices. A schedule of prices charged for all goods and/or services supplied to the public on the premises must also be maintained. All prices charged for goods and/or services supplied to the public must be fair and reasonable, based upon the following considerations:

- (a) CITY's primary purpose for entering into this AGREEMENT is to promote development of, and make available, drinks and refreshments services for the benefit of the public; and
- (b) CONCESSIONAIRE will be entitled to charge prices for the goods, and services offered in accordance with this AGREEMENT that are reasonable and consistent with market prices charged by other competing and/or comparable businesses in the greater Orange County vicinity provided.
- (c) A specific discount program will include: 1) a library cardholder discount (presented at the time of purchase; 2) senior discount; 3) Cost Mesa city staff discount; 4) special event pricing for city-hosted events; and 5) story time specials (discounted parent/child combos coordinated with library programming).

3.13. Financial Management and Reporting. CONCESSIONAIRE shall establish a cloud-based point of sale system that: 1) records all transactions with automatic sales totals and transaction counters that cannot be reset; 2) issues sequentially numbered customer receipts for all transactions; 3) maintains detailed electronic records accessible to CITY auditors; 4) provides real-time reporting capabilities; 5) enables CITY staff to access financial data as specified in the concession agreement. In the event of system failure, CONCESSIONAIRE shall immediately implement manual record-keeping using

pre-numbered receipt books and will record all transactions until system functionality is restored. Under no circumstances shall CONCESSIONAIRE conduct unrecorded sales.

- (a) **Cash Handling.** While CONCESSIONAIRE anticipates that the majority of transactions will be electronic (credit/debit cards, mobile payments), we will accept cash up to the specified \$30 single-purchase limit, with amounts exceeding this limit processed via electronic payment. CONCESSIONAIRE'S detailed cash handling procedures shall include: 1) opening and closing cash counts with documentation; 2) cash drawer limits to minimize loss exposure; 3) dual-employee counts for all cash transactions over specified thresholds; 4) daily reconciliation of cash receipts against register accounts; 5) secure transport and bank deposit procedures; and 6) documentation trail for all cash transactions.
- (b) **Separate Accounting.** As required by the concession agreement, CONCESSIONAIRE will establish and maintain a separate bank account dedicated exclusively to Lions Park Café operations. All revenue from the case shall be deposited into this account, and all café-related expenses shall be paid from this account. This separation ensures clean accounting and facilitates audit and verification of gross receipts.
- (c) In addition to the accounting requirements contained herein, CONCESSIONAIRE shall comply with the Payment, Reporting and Accounting requirements specified in Section G of the RFP 26-05 (attached as Exhibit "B") and consistent with CONCESSIONAIRE'S proposal (attached as Exhibit "C").
- (d) **Monthly Reporting requirement.** By the 15th of each month, CONCESSIONAIRE shall provide the CITY: 1) payment of the monthly fee as specified in the revenue-sharing proposal (attached as Exhibit "C"); 2) Cash basis monthly gross receipts report showing the total sales and payment calculations; and 3) any notes or explanations of unusual circumstances or variations from typical operations.
- (e) **Annual Reporting requirements:** Within 60 days of each contract anniversary, CONCESSIONAIRE shall provide the CITY: 1) an annual profit and loss statement prepared by a certified public accountant; 2) balance sheet in a form acceptable to the City Manager or designee; 3) statistical summary of operations including patron counts, popular items, seasonal trends; and 4) narrative report on café's contribution to the Lions Park campus community.
- (f) **Audit Cooperation.** CONCESSIONAIRE understands and agrees that the CITY may audit its books and records at any time during the contract term and for four years following the termination of the contract. CONCESSIONAIRE agrees to: 1) maintain all required documentation including general ledgers, journals, vouchers, checks, tickets, bank

statements, tax returns, and daily sales records; 2) provide full access to all accounting records at reasonable times; 3) cooperate completely with CITY auditors/independent accounting firms contracted by the CITY; 4) ensure all records are organized, complete, and readily accessible; and 5) treat city requests for confidential information (such as tax returns) with appropriate discretion. CONCESSIONAIRE acknowledges that if any audit reveals under-reporting of gross receipts resulting in loss of revenue to the CITY exceeding 2% of amounts due, CONCESSIONAIRE shall be responsible for applicable penalties, back payments, and potentially liquidated damages as specified in the agreement.

4.0 INDEPENDENT CONTRACTOR

In its performance hereunder, CONCESSIONAIRE shall at all times be deemed an independent contractor and not an agent or employee of the CITY. CONCESSIONAIRE, its employees, agents, subcontractors, and volunteers shall have no power to bind or commit the CITY to any decision or course of action and shall not represent to any person that they have such power and/or authority.

5.0 INSURANCE

5.1. Minimum Scope and Limits of Insurance. CONCESSIONAIRE shall obtain, maintain, and keep in full force and effect during the life this agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by the CITY.

CONCESSIONAIRE agrees that at all times during the term of this agreement it will maintain, at his own expense, a policy or policies of commercial general liability insurance, including premises-operations, product/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

CONCESSIONAIRE agrees that at all times during the term of this agreement it will maintain business automobile liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

The CONCESSIONAIRE must maintain Worker's Compensation limits as required by the State of California and Employers Liability with limits of at least \$1,000,000. CONCESSIONAIRE agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by CONCESSIONAIRE for the CITY and to require each of its

subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) "The CONCESSIONAIRE's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (b) The policy must provide Comprehensive General Liability Protection and must include, among other types of coverage, Contractual Liability and Products Liability.
- (c) The policy must provide insurance in the aforementioned amount on account of liability imposed upon the CONCESSIONAIRE by law for damage caused by negligent act, error or omission of CONCESSIONAIRE or any person for whose acts CONCESSIONAIRE is liable arising out of the conduct of the terms of this AGREEMENT.
- (d) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insured with respect to: liability arising out of activities performed by or on behalf of the CONCESSIONAIRE pursuant to its contract with the City; products and completed operations of the CONCESSIONAIRE; premises owned, occupied or used by the CONCESSIONAIRE; automobiles owned, leased, hired, or borrowed by the CONCESSIONAIRE."
- (e) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (f) Other insurance: "The CONCESSIONAIRE's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (g) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

- (h) The CONCESSIONAIRE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

At all times during the term of this AGREEMENT, CONCESSIONAIRE shall provide to CITY certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this agreement. Notwithstanding any other provisions of this AGREEMENT to the contrary, CONCESSIONAIRE does not have the right to possession of the property until the certificate is filed with the CITY.

The Certificate of Insurance should be submitted annually fifteen (15) days prior to expiration of the insurance, to the Community Services Department for verification.

5.3 Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the names insured can satisfy any such deductible or self-insured retention.

5.4. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CONCESSIONAIRE may be held responsible for payments of damages to persons or property.

6.0 INDEMNITY

6.1. Indemnification and Hold Harmless. CONCESSIONAIRE agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at CONCESSIONAIRE's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the CONCESSIONAIRE, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONCESSIONAIRE, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONCESSIONAIRE, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the CONCESSIONAIRE, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONCESSIONAIRE, its

employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONCESSIONAIRE shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications contained in the RFP or CONCESSIONAIRE's Proposal, which shall be of no force and effect.

7.0 ALTERATIONS AND IMPROVEMENTS

CONCESSIONAIRE agrees to make the equipment installations and alterations and improvements identified in Section 3.3. of this AGREEMENT in accordance with the following terms and conditions:

7.1. Construction Approval. CONCESSIONAIRE may not construct any building, structure, or other improvement on the premises unless the plan showing the location and construction plans and specifications are first approved by the Director of Parks and Community Services, the Director of Economic and Development Services and the Director of Public Works.

7.2. Standards. Any construction must be done in accordance with CITY's Building Code and must be constructed of all new or commercially-acceptable material, as approved by CITY.

CONCESSIONAIRE must obtain building permits from the Director of Economic and Development Services as required by CITY's Code of Ordinances.

CONCESSIONAIRE must prepare final plans and specifications substantially conforming to the preliminary approved by the Director of Parks and Community Services and deliver to the Department of Economic and Development Services one complete set as approved by all government agencies of CITY having jurisdiction over the project. Changes from the preliminary plans will be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency of CITY in connection with the application for permit approval. Any work that does not comply with the approval final plans and specifications, or that does not comply with all applicable laws and regulations, including, but not limited to, building and safety codes and environmental laws, will be promptly redone at CONCESSIONAIRE's cost and expense.

CONCESSIONAIRE must notify the Director of Parks and Community Services of CONCESSIONAIRE's intention to commence construction or bring any building materials onto the premises. CITY will have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to the construction at all reasonable times.

7.3. Changes and Alterations. All changes and alterations will be of such a character that, when completed, the value and utility of the building, structure, or other improvement changed or altered by the changes or alterations, will not be less than the value and utility immediately before the change or alteration.

7.4. Workmanlike Manner. All work done in connection with any changes or alterations must be performed in a good and workmanlike manner and with due diligence.

7.5. Improvements. CONCESSIONAIRE may not remove or demolish, in whole or in part, any improvement upon the premises without the prior written consent of CITY, which may, at its sole discretion, condition its consent upon the obligation of CONCESSIONAIRE to replace the improvement, in whole or in part.

7.6. Further Acts. CITY, upon written request of CONCESSIONAIRE, will execute any instruments as may be reasonably necessary to subject CITY's fee interest in the premises to easements for the installation, maintenance, repair, and replacement of normal utilities to service the premises; provided, however that CITY will incur no out-of-pocket costs, liabilities, obligations, or expenses as a result of the granting for the installation, maintenance, repair, or replacement of utilities during the term of this AGREEMENT.

7.7. Payment for Utility Services. CONCESSIONAIRE must pay all charges for electricity and telephone services. All utility services must be billed in CONCESSIONAIRE's name.

7.8. Damage to or Destruction of Improvements. In the event of damage to, or destruction of, CONCESSIONAIRE-constructed facilities, or if improvements located within the premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce declaration, CONCESSIONAIRE must within fifteen days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the premises for the purposes required by this AGREEMENT. Repair, replacement, or reconstruction of improvements within the premises must be accomplished according to plans approved by the Director of Community Services.

8.0 LIENS

8.1. Payment of Liens. Subject to CONCESSIONAIRE's right to contest the same as provided herein, CONCESSIONAIRE agrees that it will pay as soon as due all mechanics, laborers, materialmen, contractors, subcontractors, or similar charges, and all other charges whatever nature which may become due, attached to or payable on the premises for any structure or other improvements thereon, from and after the date that this AGREEMENT is executed, or as a result of any work performed on the premises by CONCESSIONAIRE or any of CONCESSIONAIRE's agents, employees, or contractors

prior to that date. CONCESSIONAIRE will not be responsible for any charges arising from work performed on the premises by the CITY's employees or agents.

8.2. No Agency. CONCESSIONAIRE is not in any respect an agent of CITY, nor is CONCESSIONAIRE authorized to do any act or to make any contract encumbering or in any manner affecting the title or rights of CITY in or to reversionary interest of CITY in the premises or the improvements thereon.

8.3. Discharge of Liens. If any mechanics' or other liens are filed against the premises or an interest therein, which are caused by CONCESSIONAIRE's conduct, CONCESSIONAIRE must cause the same to be discharged of record within ninety (90) days after the date of filing the same, or otherwise free the premises from the effect of the claim of lien and any action brought to foreclose the lien; or CONCESSIONAIRE must promptly furnish to CITY a bond in an amount and issued by a surety company satisfactory to CITY, securing CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien.

8.4. Contest of Liens. CONCESSIONAIRE will have the right to contest any liens in good faith and with due diligence, provided that during the time CONCESSIONAIRE contests the liens, CONCESSIONAIRE must furnish CITY with a bond in an amount and issued by a surety company satisfactory to CITY securing CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien, and provided further the CONCESSIONAIRE must fully pay and immediately discharge the amount of any final judgment rendered against CITY or CONCESSIONAIRE in any litigation involving the enforcement of the liens or their validity, provided that the lien(s) arose from CONCESSIONAIRE's conduct.

8.5. Failure to Discharge. In the event of CONCESSIONAIRE's failure to discharge liens arising from its conduct, to satisfy any uncontested lien within the ninety (90) day period, or to pay and satisfy any judgment, CITY may, but is not obligated to, pay the amount inclusive of any interest and any costs assessed against CONCESSIONAIRE in the litigation, or may discharge the lien by contesting its validity, or by any other lawful means.

9.0 SAFETY REQUIREMENTS AND OPERATIONS

9.1. Safety Hazards. All work performed under this AGREEMENT must be performed in a manner that meets or exceeds all State of California safety regulations. The CITY reserves the right under California law to issue restraining or cease and desist orders to CONCESSIONAIRE when unsafe or harmful acts are observed or reported relating to or connected with CONCESSIONAIRE's performance under this AGREEMENT.

9.2. Hazard Free Premises. CONCESSIONAIRE must maintain the premises free of hazards to persons and/or property resulting from operations. Any hazardous condition noted by the CONCESSIONAIRE, at any place on the premises that is not a result of CONCESSIONAIRE's operations, must be reported to CITY as soon as reasonably possible.

10.0 MAINTENANCE AND REPAIR

10.1. Preservation of Premises. CONCESSIONAIRE must at its sole cost and expense, throughout the term of this AGREEMENT, maintain, and as reasonably necessary, remodel, refurbish, or otherwise preserve the buildings, structures, other improvements, equipment, fixtures and signs on the premises in a safe, clean, and sanitary condition and in compliance with all requirements of law. CONCESSIONAIRE must also conduct its operations on the premises, using the best known available and practical devices and facilities, to reduce as much as is reasonably able to, considering the nature and extent of CONCESSIONAIRE's operations, the emanating from the premises of noise, vibration, movements of air, fumes, and odors so as not to interfere unreasonably with the use of other adjoining premises.

10.2. Inspection. CITY, by its officers, employees, agents, representatives, and contractors, has the right at all reasonable times to enter upon the premises for the purpose of inspecting the premises for any maintenance violations. CONCESSIONAIRE must correct each and every violation as soon as possible but no later than seventy-two (72) hours after being informed in writing by the CITY of the maintenance violations.

10.3. Corrections. If CONCESSIONAIRE fails to correct any unsafe, unclean, or unsanitary condition within seventy-two (72) hours after being notified in writing to do so by CITY, CITY has the right, but not the obligation, to enter the premises and remedy the condition or conditions and charge the cost to CONCESSIONAIRE without any liability for any resulting business loss or damage. In the event of an emergency, CITY has the right, but not the obligation, to immediately enter the premises to remedy any unsafe, unclean, or unsanitary condition and charge the cost to CONCESSIONAIRE. CITY will notify CONCESSIONAIRE of the emergency as soon as reasonably possible.

10.4. Maintenance. CONCESSIONAIRE must paint, clean, and reasonably preserve and refurbish the surfaces of the interior and exteriors of all buildings, structures, and work areas on the premises.

11.0 TITLE

11.1. Surrender of Possession. At the expiration of the term of this AGREEMENT or upon earlier termination, this AGREEMENT will terminate without further notice and CONCESSIONAIRE must immediately surrender possession of the premises to CITY, and all structures and other improvements must remain.

11.2. Removal. No structures or other improvements may be removed from the premises or voluntarily destroyed or damaged during the term of this AGREEMENT without prior written consent of the City Manager, which may be granted or withheld in the sole discretion of the City Manager.

11.3. Personal Property. Any and all personal property, not attached to or installed in any building, structure, or other improvement that CONCESSIONAIRE places in, upon, or about the premises during the term may be removed prior to the expiration of the term of this AGREEMENT and will, as between CITY and CONCESSIONAIRE, be and remain the personal property of CONCESSIONAIRE.

11.4. Utility Fixtures. Notwithstanding any terms to the contrary contained in this AGREEMENT, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment ("Utility Fixtures") are deemed to be part of the realty, and regardless of whether or not any item or equipment can be removed without structural damage to the building, structure, or improvement in which it is installed, no Utility Fixture may be removed from any buildings, structures, or other improvements, except for repairs, alterations, and replacement with like equipment, without the consent of CITY, and all Utility Fixtures must remain as a part of the realty at the expiration or termination of the term of this AGREEMENT.

12. ASSIGNMENT AND SUBLETTING

CONCESSIONAIRE may not sublet all or any part of the premises or assign this AGREEMENT or any interest in the premises, without first obtaining the written consent of CITY. The giving of any consent will not be a waiver of any right to object to further or future assignments or subleases, consent to which must be first obtained in writing from CITY. Any assignment of this AGREEMENT to an assignee approved by CITY will not relieve the assignor of any liability under this AGREEMENT arising after the effective date of the assignment unless CITY expressly and in writing releases the assignor, assignor will remain fully liable under this AGREEMENT during the entire unexpired term. CITY will have forty-five (45) days to approve or disapprove any proposed sublease, assignment, or transfer submitted by CONCESSIONAIRE.

13. COMPLIANCE WITH LAW

13.1. Operation. CONCESSIONAIRE must conduct all operations in accordance with, and comply with, and must cause all sub-leases, permittees, licensees, assignees, and/or concessionaires to conduct all operations in accordance with, and comply with, all federal, state, and local laws, ordinances, and rules and regulations applicable to the business, whether now in effect or hereafter adopted (including, without limitation, those of the City of Costa Mesa, the County of Orange, the State of California, and the United States of America), including, but not limited to, compliance with all technical construction codes adopted by the City of Costa Mesa, and all rules and regulations adopted for the operation of the premises, to the extent CONCESSIONAIRE is able to control the conduct of third parties by means of reasonable efforts.

13.2. Notice of Default. If CITY determines that CONCESSIONAIRE is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY shall serve CONCESSIONAIRE a written notice of the default. CONCESSIONAIRE shall have thirty (30) days after service of said notice to cure the default. If, however, any default cannot be physically corrected within thirty (30) days, and if CONCESSIONAIRE has commenced to remedy the default promptly after the receipt of notice, and continuously and diligently proceeds in good faith to eliminate the default, then the period for correction will be extended as reasonably necessary to correct the default. If CONCESSIONAIRE fails to cure the default pursuant to this section, CITY shall have the right to immediately terminate this AGREEMENT.

14. NOTICES

All notices, requests, demands, or other communications under this AGREEMENT must be in writing. Notice will be sufficiently given for all purposes as follows:

- (a) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.
- (b) First-class Mail. When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- (c) Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- (d) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purposes of giving notice are as follows:

<u>CONCESSIONAIRE:</u>	<u>CITY:</u>
Alexandria (Ally) Gavin 1922 Pomona Avenue Costa Mesa, CA 92627	City of Costa Mesa Attn: Director of Parks & Community Services 77 Fair Drive Costa Mesa, CA 92626

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address its address by giving the other party notice of the change in any manner permitted by this AGREEMENT.

15. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may not be amended or modified in any way, except in writing signed by both parties.

16. APPROVALS BY CITY

No consent, approval, or satisfaction of CITY, and no waiver by CITY of any provision will be effective unless in writing specifically referring to this AGREEMENT and executed by the City Manager or his designee for CITY; no consent, approval, or satisfaction with respect to this AGREEMENT will be inferred or implied from any other act or omission of CITY or any agent or employee of CITY. Similarly, unless expressly provided, no approval, consent, or other action taken by CITY under or pursuant to this AGREEMENT will in any way restrict or diminish the rights, powers, or jurisdiction of CITY, its City Council, its Commissions, and other agencies with respect to the governance of the premises and all improvements, business, and activities located on or conducted on the premises.

17. GENERAL PROVISIONS

17.1. No Exclusive Remedy. No remedy or election provided by any provisions in this AGREEMENT will be deemed exclusive unless so indicated but will whenever possible be cumulative with all other remedies in law or equity, except as otherwise specifically provided herein.

17.2. Covenant and Condition. Each provision will be deemed both a covenant and condition.

17.3. Time and Essence. Time is of the essence of this AGREEMENT and of each and every provision of this AGREEMENT where time is a factor.

17.4. Paragraph Headings. The paragraph and subparagraph headings in this AGREEMENT are for convenience and reference only, and are not intended to and do not define, govern, limit, modify, or in any manner affect the scope, meaning or intent of any provision in this AGREEMENT.

17.5. Independent Contractor. CONCESSIONAIRE is and shall be acting at all times as an independent contractor and not as an employee of City. CONCESSIONAIRE shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of CONCESSIONAIRE or any of CONCESSIONAIRE's employees, except as set forth in this Agreement. CONCESSIONAIRE shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or

employees of City. CONCESSIONAIRE shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for CONCESSIONAIRE and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. CONCESSIONAIRE shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. CONCESSIONAIRE further agrees to indemnify and hold City harmless from any failure of CONCESSIONAIRE to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to CONCESSIONAIRE under this Agreement any amount due to City from CONCESSIONAIRE as a result of CONCESSIONAIRE's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

17.6. PERS Eligibility Indemnification. In the event that CONCESSIONAIRE or any employee, agent, or subcontractor of CONCESSIONAIRE providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONCESSIONAIRE shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONCESSIONAIRE or its employees, agents, or subcontractors, as well as for the payment of any penalties an interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONCESSIONAIRE and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

17.7. Cooperation. In the event any claim or action is brought against CITY relating to CONCESSIONAIRE's performance or services rendered under this Agreement, CONCESSIONAIRE shall render any reasonable assistance and cooperation which CITY may require.

17.8. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses,

including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by CONCESSIONAIRE. CONCESSIONAIRE shall deliver to CITY any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by CITY or its authorized representative, at no additional cost to the CITY.

17.9. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The CITY will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The CITY shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

17.10. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require CONCESSIONAIRE or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

17.11. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of CITY and to participate in any meeting required with regard to the correction.

17.12. Prohibited Employment. CONCESSIONAIRE will not employ any regular employee of CITY while this Agreement is in effect.

17.13. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

17.14. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

17.15. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

17.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CITY and CONCESSIONAIRE and not other parties are intended to be direct or incidental beneficiaries of this Agreement and not third party shall have any right in, under or to this Agreement.

17.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

17.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17.19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstances, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

17.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

17.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

17.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties are formally bound to the provisions of this Agreement.

17.24. Consent or Approval. In the event any provision under this AGREEMENT requires or anticipates that either party make judgment, give consent or approval, or exercise discretion, that party agrees to do so reasonably and in good faith, with due diligence, except in those specific instances where an AGREEMENT provision specifically sets forth a different standard of approval, in which case the specific standard of that AGREEMENT provision will govern.

17.25. Jurisdiction. This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in Los Angeles County, California.

17.26. Security. CONCESSIONAIRE hereby acknowledges that the CITY has no obligation to provide security. CONCESSIONAIRE assumes all responsibility for the protection of the CONCESSIONAIRE, its employees, agents, invitees, customers, and property from acts of third parties.

17.27. Relationship. Nothing contained in this AGREEMENT will be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between CITY and CONCESSIONAIRE or any other relationship other than grantor and concessionaire.

17.28. Attorney's Fees. If an action is instituted to enforce any provision or for damages by reason of an alleged breach of any provision of this AGREEMENT, the prevailing party will be entitled to receive from the other party all costs and expenses and an amount as the court may adjudge to be reasonable attorneys' fees and costs.

17.29. Complete Understanding. This AGREEMENT represents the full and complete understanding between the parties with respect to the subject matter. No verbal

agreements or representations or implied covenants will be held to vary the provisions of this AGREEMENT.

17.30. Further Assurances. CONCESSIONAIRE and CITY will execute any and all additional papers, documents, and other assurances and will do any and all acts or things reasonably necessary in connection with the performance of their obligations to carry out the express intent of the parties to this AGREEMENT in a timely manner.

17.31. Force Majeure. If the performance by CONCESSIONAIRE of any of its obligations or undertakings under this AGREEMENT is interrupted or delayed by an occurrence not occasioned by the conduct of either party to this AGREEMENT, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this AGREEMENT, then CONCESSIONAIRE will be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of the occurrence.

17.32. Exhibits. All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Monique Villasenor
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Brian Gruner
Parks and Community Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
LIONS PARK CAFÉ LOCATION



EXHIBIT B

RFP 26-05



REQUEST FOR PROPOSAL 26-05

FOR

Lions Park Café Concessions Services



**Parks and Community Services Department
CITY OF COSTA MESA**

Released on October 1, 2025

RFP Facilitator: Mike Fuentes; mike.fuentes@costamesaca.gov

REQUEST FOR PROPOSAL FOR Lions Park Café Concessions Services

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for Lions Park Café Concessions Services for the Parks and Community Services Department. The awarded Contract, (hereinafter referred to as “Contract”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 year(s) with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$186.8 million and a total budget of over \$224 million for fiscal year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP title page. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

3. Release of RFP	October 1, 2025 at 5:00pm
4. Mandatory Pre-Proposal Conference	October 8 , 2025 at 10:00am
5. Deadline for Written Questions	October 13, 2025 at 10:00am.
6. Responses to Questions Posted	October 16, 2025 at 5:00pm
7. Proposals are Due	October 22, 2025 at 10:00am
8. Interviews (if held)	November 4-6, 2025
9. Approval of Contract	November/December 2025

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

Pre-Proposal Conference: A **MANDATORY Pre-Proposal conference** will be held on **October 8 at 10:00 a.m.** at 1845 Park Ave Costa Mesa CA, 92627 in the Norma Hertzog Community Center parking lot to begin job site walkthrough. A Pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. See section B in Scope of Work

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. .
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution
 7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on October 22, 2025. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.*
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than October 13, 2025 at 10:00 A.M. The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance

with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Experience of Key Personnel ----- 30%**
2. **Qualifications of the Firm ----30%**
3. **Method of Approach ----25%**
4. **Cost Proposal ---- 15%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process will be invited to participate in an oral interview. Interviews are tentatively scheduled for the week of **November 4-6, 2025** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Should there be any discrepancies in numbers or calculations, the lowest price or total shall prevail.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the

information from disclosure and may release the information sought without any liability to the City.

- 9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form in **Appendix C**.

- 12. Conditions to Agreement:** The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to www.Planetbids.com

APPENDIX A

SCOPE OF WORK

Background

The City is seeking a public/private partnership for the full operation of the City's Café Kiosk at Lions Park located at 1851 Park Ave. This exciting project was made possible through the generous support of Orange County Supervisor Katrina Foley's office, whose investment helped bring this initiative to life. As a city known for its vibrant culture and strong sense of community, Costa Mesa proudly boasts a thriving scene of independent, locally owned coffee shops that add character and flavor to every neighborhood, in which the City intends to have at this cafe.

Lions Park is an active campus that is home to the Donald Dungan Library, Norma Hertzog Community Center, Lions Park Event Lawn, Airplane Playground, Downtown Recreation Center, and Historical Society. The newly constructed Café Kiosk is approximately 1,100 SF including new decking, where Lions Park campus visitors can enjoy snacks and beverages al fresco.

The City of Costa Mesa (City) requests proposals from a local, highly motivated, qualified Gourmet Cafe service business (Vendor) to be responsible for the operations and management of the City's Café Kiosk at Lion's Park.

A. Objectives

1. Enter into a Concession Agreement with the City, pursuant to the terms and conditions set forth in the agreement, for a selected vendor to provide the requested services.
2. The City's specific objectives for the selected vendor would be to provide high-quality, gourmet concession cafe services with full-time staff.
3. Among the various rights granted to the selected vendor in the Concession Agreement is an exclusive right to sell coffee, baked goods, and like items at the Lions Park Café (Café).

B. Qualifications

1. The selected vendor must be local to the City of Costa Mesa and have been in the business of providing the services described in this RFP for the period of three (3) years.
2. This RFP will request references of other government agencies or property managers, who can vouch for work performance of Vendor, where similar services were provided.

C. Concession Agreement and Improvements

1. The selected vendor will enter into a concession agreement with the City, with an initial term of three (3) years, plus an option for one 3-year extension, to operate and maintain a food and beverage service facility at the Café space.
2. The selected vendor will pay the City monthly as stated herein. The City has the right to cancel the concession agreement with (30) days written notice and without cause.

3. The Concession Agreement may include provisions for the following: Vendor-provided necessary additional equipment, supplies, and furniture to operate the Café.
4. The City is willing to consider unique partnership arrangements to assist the successful vendor with the operations of the space.
5. As the City has made a significant investment in the Café, proposed vendor improvements and finishes shall be reviewed and approved by the City for fit with the building, site, and surroundings prior to implementation of the improvement.

D. Operations

1. It is intended that the Café be a community amenity for residents and visitors to the Library, Park, and surrounding community centers.
2. The selected vendor may be a standalone vendor or a vendor that includes multiple partnerships to provide the desired services. All proposals must include any partnerships to be proposed.
3. The selected vendor must obtain and maintain all necessary business licenses required to operate the Cafe throughout the term of the Agreement. A separate business license, outside of vendors' other location, will be required for this café.
4. Vendor must obtain an Orange County Public Health Permit to operate legally in the County of Orange. The permit shall be posted within the premises at all times.
5. The selected vendor must operate during the majority of the Donald Dungan Library operating hours and during special City events, with exception of inclement weather.
6. The selected vendor shall offer non-alcoholic beverages and food items for sale to the patrons of the City and the general public. Types of products may include, but are not limited to: Hot beverages, hot and iced coffee drinks, teas, sodas, bottled water and juices, hot and iced chocolate drinks; sandwich products, snacks, nuts, pastries, cookies, bagels, panini, biscotti, and fresh fruit.
7. No tobacco or alcoholic products may be offered or sold at any time.
8. Industry standards for dispensing temperatures must be met.
9. The vendor shall not sell chewing gum or beverages in glass containers.
10. A microwave, oven, toaster oven, air fryer or other type of warmer may be used to heat pre-packaged and food cooked offsite.
11. The selected vendor must have a sustainability program that includes a recycling and composting program in compliance with State and local laws.
12. The selected vendor must provide the following: Napkins, serve ware, and beverage containers. Any disposable napkins, serve ware, or beverage containers utilized in the café shall be recyclable or compostable.

13. The selected vendor shall comply with City Municipal code prohibiting the use polystyrene foam in city facilities.
14. The selected vendor must adhere to current and future California State law and City ordinances as they pertain to composting and arrange for organic waste recycling services to meet all State and local requirements.
15. Vendor shall not freely distribute end of day concessions to existing to park patrons. Vendor shall make best effort to work with local non-profit organizations to find alternative methods for disposal of extra concessions.
16. The selected vendor shall address all complaints relating to the operations of the café concessions and its employees.
17. City programs and events are not obligated to source refreshments from Café and may purchase outside food and drinks or hire a caterer. Best efforts will be made to work with the Café Vendor when feasible.
18. The selected vendor's operations shall comply with all local and state regulations at all times. City will not incur any costs associated with such compliance.
19. The selected vendor must obtain and maintain necessary insurance required by the City to operate the Cafe.
20. The selected vendor must provide fair and reasonable prices.
21. The City must approve all signage, posters, and menu boards, and their locations prior to installation.
The use of advertised specials may be used to induce patrons to purchase from the cafe. Specials shall be tasteful, true, and achievable with adequate quantities. Any misleading, or bait and switch advertising may be cause for contract termination after the reporting and verification of three (3) incidents in any given twelve (12) month period.
22. The selected vendor will be permitted to host up to 12 special events per year on event lawn with no fee, pending approval through TESSA permit reviews.

E. Equipment and Use of Premises

1. Café facilities and equipment, as listed in attachment A, shall be used solely for the purposes described in the scope of services herein.
2. City will designate which space or areas vendor may use in the performance of the responsibilities as set forth herein to conform to City's established priorities.
3. These specifications will become part of concession agreement and shall be binding upon the parties thereto.
4. Vendor and City respectively will provide the equipment and fixtures. Vendor must provide all necessary equipment, not provided by City, to make the facilities fully operational.

5. Vendor warrants that no liens or other encumbrances exist on any equipment it supplies and/or installs during concession agreement period.
6. Should vendor wish to add equipment beyond that which is provided or requested by City, those items shall be of a type and class approved by City and in sufficient quantities to provide proper service to community members.
7. All equipment, furnishings and installations purchased by vendor shall be new, of modern design, and high-quality construction. All such vendor expenditures must be pre-approved in writing by City before any purchase and/or installation is made. Purchased equipment will remain the property of the vendor during the concession agreement term and is subject to sale to City at the end of the concession agreement's term (minus depreciation costs). Vendor is solely responsible for proper maintenance and repair of said equipment and associated premises. The Vendor shall ensure that all equipment is within the overall capacity limits for the Café facility.
8. The vendor shall maintain the concession/cafe area to the highest sanitary/cleanliness standards in compliance with all County Health Department regulations and codes. This shall include, but not be limited to, daily cleaning of floors, fixtures, equipment, appliances, and furnishings within the Concession Area; pickup and disposal (in City-provided containers) of all trash and debris, to include from the patron seating area; and immediate clean-up of all spills.
9. Delivery/installation of inventory and equipment by Vendor must be planned in advance so as not to interrupt the operations of the park.
10. The City will issue the selected vendor keys to the Concession Area, and any available storage room. The awarded Vendor shall be responsible for the cost of replacing lost or broken keys. All copies of keys shall be requested through City's facility division and cannot be duplicated without approval.
11. Operator is responsible for opening and closing the facility, including the locking, and unlocking of all gates and doors to the cafe.
12. The selected vendor must obtain a business cell phone and/or maintain telephone service inside the Concession Area for their business use. Access to City telephones will be limited for emergencies only. The vendor shall be solely responsible for obtaining/maintaining their own telephone and wireless internet service.
13. The Vendor shall use their company-provided telephone number and mailing address for all their business communications and correspondence. The City's telephone numbers and address shall not be used.
14. Vendor is responsible for addressing all electrical, mechanical, plumbing, or other facility problems. The City shall be notified of any repairs to the facility and inspected by staff.
15. Utility and Disposal Costs. The Vendor will be required to pay the cost of utilities (e.g., water, electricity, phone, internet) of the Café.

16. The City Parks and Community Services Department, in conjunction with the City's Public Works Department will complete routine inspections of the cafe, along with a facility maintenance report (minimally quarterly inspections). City can inspect the facility and grounds at any time without prior advance notice to the vendor.
17. The selected vendor must have all equipment installed and ready for operation at the location within one (1) month from execution of contract.

F. Personnel

1. The selected vendor will be responsible for hiring, supervising, and compensating all café staff.
2. The selected vendor shall ensure their employees are professionally trained, skilled, and motivated, including any necessary certifications as required by the Orange County Health Department.
3. The selected vendor shall submit a training and safety plan as part of their proposal.
4. The selected vendor shall ensure all dealings with the public must always remain professional and courteous by all its employees.
5. The selected vendor shall ensure all employees are identified as employees of the café and do not use City logo in any graphics or uniforms
6. The selected vendor shall provide a list of employees to the City who have permission to enter operating doors of café.

G. Payment, Reporting and Accounting

1. The selected vendor shall adhere to all terms and conditions of City responsibilities, as set forth in the MOU between the City of Costa Mesa and the County of Orange, in Section II, subsections C-G.
2. Payment to City will be due on or before the 15th of the following month. For example, the January payment would be made on or before the 15th of February. Payments made after the 15th of every month but prior to the last day of the month shall incur a 5 percent penalty. Payments received after a 30-day delinquency shall incur a 10% late penalty per late week. Multiple late payments may result in a breach of contract and termination of contract with Operator.
3. The selected vendor shall provide a POS that the City agrees with, and that the City can access to track all financial information.
4. All sales shall be recorded by means of a point-of-sale system which displays the amount of each sale and automatically issues a customer's pre-numbered receipt or verification of the amount recorded. Said point of sale system shall in all cases have locked-in sales totals and transactions counters which are constantly accumulating, and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. Note: In the event of a technical or

electrical failure of the cash register, LESSEE shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner. Under no circumstances shall LESSEE conduct sales where such sales are not recorded, and customer receipts are not issued.

5. Cash transactions are allowed at the cafe for the purchase of concessions up to a \$30 cash single purchase limit. Amounts over the limit must be processed via a point-of-sale system that accepts credit cards. The Operator must provide a detailed cash handling process that must be approved by the City, and available for review by an independent accounting firm contracted by the City.
6. The selected vendor shall furnish the Finance Director and/or City Manager with a cash basis monthly gross receipts report showing the amount payable therefrom to CITY. Such a report shall accompany each monthly payment required to be made as provided herein. The reporting period shall be by calendar month.
7. The selected vendor shall furnish the Finance Director and/or City Manager with a cash basis monthly revenue and expense report, an annual profit and loss statement, and a balance sheet prepared by a certified accountant in a form acceptable to said City Manager or designee. The monthly revenue and expense report shall be submitted with the monthly rental payment. The annual financial statement shall be submitted within sixty (60) days of the close of an Agreement year. Said closing date shall be determined by reference to the date for commencement of the term herein provided.
8. The selected vendor shall utilize a separate bank account into which all payments received are deposited, either via the point-of-sale system or cash, and all expenses are paid from, including, but not limited to equipment, supplies, maintenance expenses, staff salaries and benefits, etc.
9. All transactions, including cash can be audited at the City's discretion at any time.
10. The selected vendor shall be required to maintain a method of accounting, to the satisfaction of CITY, which correctly and accurately reflects the gross receipts, and disbursements, operations costs, and any financing of vendor in connection with the authorized operations. The financial reports should include bank accounts established for the authorized operations, shall be separate from the accounting system used for any other business operated by vendor or for financial reports of personal financial affairs.
11. Accounting method shall include the keeping of the following documents:
 - a. Regular books of accounting such as general ledgers.
 - b. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
 - c. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by CITY.
 - d. Cash register tapes (daily tapes may be separate but shall be retained so that from day to day the sales can be identified).

- e. Any other reporting records that the Finance Director and/or City Manager deems necessary for proper reporting of receipts.
12. All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for four (4) years thereafter. In addition, CITY will conduct an audit of the books and business conducted by the vendor and observe the operation of the business so that accuracy of the above records can be confirmed. Vendor acknowledges that CITY intends to audit the books and records of the vendor at least once prior to the expiration of the first year of the term of this agreement. All information obtained in connection with CITY'S inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under law, excepting upon notification of termination of this contract, the averaged revenues from the most recent five (5) year period from vendor operations may be made available to the prospective bidders.
13. In the event that an audit or review conducted by the City finds that due to vendor's non-compliance with its obligation to report gross receipts in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to CITY can be determined, the Finance Director and/or City Manager may, at his or her option, (1) bill vendor for said losses, said amount to be paid to CITY within thirty (30) days following billing therefor unless otherwise extended by the City Manager, and/or (2) use the Security Deposit as provided for herein; and/or (3) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of vendor to correctly report gross receipts, and a projected loss of revenue due to CITY. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day for each day of the loss period as determined by CITY, and that the vendor shall be liable to CITY for liquidated damages in said amount. Should the City find that the additional rental payment due to CITY exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, vendor shall pay any applicable penalties for the delinquent payments.
14. The State of California Constitution (art. XVI, § 6), prohibits the giving or lending public funds to any person or entity, public or private without a public purpose. If the City's external independent auditor, in its review of the vendor's accounting records, finds that the Operator's profit margins are not reasonable and may appear to violate the State constitution as it relates to a gift of public funds the City, will create a Capital Fund into which the excess, as determined by an independent accounting firm contracted by the City, would be deposited into. Funds deposited into the Capital Funds account will be available to the City for the capital needs of the café/park, as outlined in this Agreement as the responsibility of the City.

15. The selected vendor shall not commingle any financial earnings or expenses from the other business operations towards any stakeholder contribution, payment, disbursement, reimbursement that may be related to the Operator.
16. The selected vendor shall be required to pay all taxes which may be assessed against equipment or other property belonging to or under the control of the vendor located on the leased premises, or other permitted improvements on the leased premises during the term of the Contract. The vendor shall be responsible to obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Contract and the privileges extended thereunder.

H. Performance

1. The selected vendor will provide an annual report to the Parks and Community Services Director including data and statistics of operations of the café.
2. Quarterly Performance Meetings: Vendor's management staff will meet with City on a quarterly basis to review areas of performance, follow-through, product, and service.
3. Annual evaluation of the selected vendor's performance will be completed on contract execution anniversary each year the Concession Agreement is in force. Said evaluation will be graded on the following areas:
 - a. Quality/Value of Food & Beverage Products
 - b. Service and Communication
 - c. Financial Performance
 - d. Facility and Equipment Operations

I. Financial Terms

1. The Cafe is a public government facility. As a government owned facility, revenues generated should benefit all users and taxpayers of the City of Costa Mesa while allowing for reasonable operating costs by a professional vendor that is financially viable for your firm. Based on your firm's expertise, please provide a flexible revenue sharing proposal that maintains affordability for the vendor while allowing for the City to receive sufficient funds for the benefit of the Cafe's users and taxpayers of Costa Mesa is the primary financial objective
2. The City is open to considering creative and flexible revenue sharing strategies to ensure the long-term success of this City owned asset.
3. Payments and fees are as follows:

- a. Selected vendor shall pay the City a monthly fee percentage of all gross revenue generated or a flat monthly fee, or any combination thereof. Any other creative funding strategy including a base rent amount that fluctuates by season will also be considered.
- b. Within this RFP please explain in detail the revenue sharing strategy your firm recommends that is financially attainable for your firm.
- c. Minimum monthly fee subject to CPI increases annually.
- d. All rates and terms subject to City Manager approval and/or his/her designee

APPENDIX B

SAMPLE

PROFESSIONAL/MAINTENANCE SERVICE AGREEMENT

EXHIBIT C
CONCESSIONAIRE'S PROPOSAL

PROPOSAL FOR LIONS PARK CAFÉ CONCESSIONS SERVICES

Request for Proposal 26-05

Submitted by:

Neat Coffee: 1922 Pomona Ave, Costa Mesa, 92627

Alexandria Garvin: 562.852.4136 / ally@neat.coffee / 1968 Anaheim Ave, Costa Mesa, 92627

October 22, 2025

Dear Mr. Fuentes and Selection Committee:

Neat Coffee is honored to submit this proposal to operate the Lions Park Café, a space we believe represents the heart of community connection in Costa Mesa. As a locally owned business founded in 2015, we have spent the past decade building meaningful relationships with Costa Mesa residents and establishing ourselves as a gathering place where neighbors meet, ideas are shared, and community thrives.

This opportunity feels like a natural extension of everything Neat Coffee stands for. Our mission has always been to create spaces for human connection, and the Lions Park campus—with its library, recreation center, pool, park, and event lawn—is already a vibrant hub where our community gathers daily. We are excited about the prospect of serving the diverse visitors to this campus: families attending story time, students on study breaks, seniors completing their lap swim, children playing at airplane park, and attendees of the many city-hosted events throughout the year.

Our proposal demonstrates our commitment to providing high-quality, affordable café services while being a collaborative partner to the City. We will offer carefully sourced coffee (soon to be roasted by us at our upcoming Sunset Beach location), thoughtfully prepared food, and a welcoming atmosphere that serves all members of our community. Our pricing will be deliberately set below market rate to ensure accessibility within this publicly funded space, and we will implement discount programs for library cardholders, seniors, and city staff.

Beyond operating a café, we envision being an active partner in the life of the Lions Park campus. We will coordinate with adjacent facilities to support their programming, host community events on the lawn, and continue our tradition of bringing people together through movie nights, run clubs, artist showcases, and civic engagement opportunities.

The individual authorized to bind Neat Coffee to this proposal is myself, Alexandria Garvin, Neat Coffee Owner. Our nearest office is located at 1922 Pomona Ave, and this project will be managed from this location. We are a for-profit corporation with deep local roots and a commitment to community benefit.

We look forward to the opportunity to discuss this proposal with you and to answer any questions about our vision for the Lions Park Café.

Respectfully submitted,

Alexandria Garvin,
Owner of Neat Coffee

BACKGROUND AND PROJECT SUMMARY

Understanding of the City and the Project

The City of Costa Mesa is a thriving community of approximately 115,000 residents known for its cultural institutions, diverse neighborhoods, and commitment to quality public spaces. Lions Park represents a significant municipal investment in community infrastructure, bringing together educational, recreational, and cultural resources in one accessible campus.

The Lions Park Café, made possible through generous support from Orange County Supervisor Katrina Foley's office, is designed to serve as a community amenity for the library, park, pool, recreation center, event lawn, and surrounding neighborhoods. This approximately 1,100 square foot facility with outdoor decking represents an opportunity to enhance the visitor experience while generating revenue for the City through a public-private partnership.

Our Understanding of the Work to Be Done

Neat Coffee will provide full-service café operations including:

Product Offerings: We will offer a comprehensive menu of beverages and food items designed to serve the diverse needs of campus visitors. Our beverage program will include hot and iced coffee, espresso-based beverages, a variety of teas, matcha drinks, hot chocolate, and bottled beverages including water and juices. Our food offerings will include fresh açai bowls, locally sourced pastries, pre-made sandwiches and salads, overnight oats, and healthy snacks—all designed for both sit-down enjoyment and grab-and-go convenience.

Operating Hours: We propose operating seven days per week from 7:00 AM to 5:00 PM to align with the majority of Donald Dungan Library hours and to serve morning lap swimmers, lunchtime visitors, and afternoon recreation center participants. We will remain flexible to extend hours during special events or to better serve the community's needs as usage patterns become clear.

Staffing: The café will operate with a staff of full time employees and maintain a minimum of two trained staff members during all operating hours; scaling to three, four, or five staff members during

high-traffic periods and city-hosted events. Our team will be professionally trained, customer-service oriented, and certified as required by Orange County Health Department regulations.

Community Integration: We will actively coordinate with all adjacent facilities—the library, recreation center, pool, event center, and event programming staff—to understand their schedules and needs, enabling us to provide tailored service and support for their programs and visitors.

Objectives to Be Accomplished

Excellence in Service: Provide high-quality beverages and food with friendly, professional service that reflects well on both Neat Coffee and the City of Costa Mesa.

Accessibility and Affordability: Maintain pricing deliberately below market rate to ensure the café serves all community members within this publicly funded space.

Community Partnership: Serve as an active partner to city facilities and programs, offering discount programs for library cardholders, seniors, and city staff, and coordinating service around all events.

Financial Sustainability: Operate a financially viable business that provides fair compensation to the City through our proposed revenue-sharing arrangement while maintaining the quality and affordability our community deserves.

Environmental Responsibility: Implement comprehensive recycling and composting programs in compliance with California State law and Costa Mesa municipal code, using only recyclable or compostable disposable items.

Facility Stewardship: Maintain the café and surrounding areas to the highest standards of cleanliness and functionality, treating this city asset with the care it deserves.

METHOD OF APPROACH

Implementation Plan and Project Management

Phase 1: Pre-Opening Preparation (Months 1-3)

Upon contract award, Neat Coffee will immediately begin detailed planning in coordination with City staff. We recognize that certain facility improvements are necessary for full functionality and health department compliance, specifically the installation of a floor drain in the front service area and plumbing of water lines for our espresso machine and batch brew machine.

During this preparation phase, we will:

- Finalize equipment specifications and placement plans with City facilities staff
- Coordinate with the City on timeline for installation of floor drain and water line infrastructure
- Work with City staff to develop appropriate exterior signage that incorporates Neat Coffee branding while complementing the "Café Mesa" designation (if approved)

- Obtain all necessary permits and licenses, including a separate Costa Mesa business license for this location and an Orange County Public Health Permit
- Procure and prepare all equipment including our espresso machine, grinders, point-of-sale system, and small wares
- Source furniture and equipment for the outdoor deck seating area
- Recruit, hire, and train staff through our established training program
- Develop opening menu and pricing structure
- Establish relationships with food vendors and suppliers
- Create operational procedures manual specific to this location
- Set up separate accounting systems as required by the concession agreement

We estimate this preparation phase will require approximately three months, recognizing that the timeline for city-installed infrastructure (floor drain and water lines) will be the primary determining factor. We are prepared to work efficiently once these critical elements are in place.

Phase 2: Soft Opening and Adjustment Period (Month 4)

We will conduct a soft opening period to test operations, refine service flow, gather community feedback, and make any necessary adjustments to staffing, inventory, or procedures before fully ramping up marketing and promotional activities.

Phase 3: Full Operations (Month 5 and Ongoing)

Once systems are refined, we will move to full operations with active community engagement, event coordination with city facilities, and implementation of all discount and promotional programs.

Project Management Structure:

Our project management approach emphasizes clear communication, accountability, and responsiveness:

- **Project Manager:** Ally Garvin and Min Lee will serve as the primary points of contact with the City and will oversee all aspects of café operations. Min Lee is a current Neat Coffee employee with extensive experience in our operating philosophy and customer service standards.
- **Communication Protocols:** The Project Managers will maintain regular communication with the City's designated representative, responding to inquiries within 24 hours and proactively sharing information about operations, challenges, and opportunities.
- **Quality Control:** We will implement daily operational checklists, weekly inventory and equipment maintenance reviews, and monthly comprehensive facility inspections to ensure consistent quality and compliance.
- **Staffing Management:** The Project Managers will be responsible for hiring, training, scheduling, and supervising all café staff, ensuring adequate coverage for all operating hours and special events.

Methodology for Stakeholder Engagement:

Understanding that the Lions Park campus serves multiple constituencies, we will implement a systematic approach to stakeholder input:

- **Pre-Opening Consultation:** Before finalizing our menu, pricing, and operational details, we will schedule meetings with library leadership, recreation center management, pool facility staff, and event programming coordinators to understand their needs and how we can best support their visitors and programs.
- **Ongoing Communication:** We will establish regular touchpoints (minimally quarterly, as specified in the RFP) with City staff to review operations, address concerns, and identify opportunities for collaboration.
- **Community Feedback Mechanisms:** We will create accessible channels for patron feedback, including comment cards, digital feedback forms, and in-person conversation with management, using this input to continuously improve our service.
- **Event Coordination:** We will proactively communicate with city event organizers to understand upcoming activities and plan appropriate staffing, special offerings, and support for campus events.

Detailed Approach to Scope of Work Requirements

Operations Excellence:

Product Quality and Safety: All food and beverage preparation will comply with Orange County Health Department regulations. We will maintain all equipment to manufacturer specifications. Industry standards for dispensing temperatures will be strictly observed. Food items prepared off-site will be warmed using appropriate equipment. No cooking will occur on-site.

Menu Offerings: Our menu will include:

- Hot & Cold Coffee drinks (espresso-based beverages, drip coffee, pour-over options)
- Tea program (hot and iced tea options)
- Specialty beverages (matcha lattes, hot chocolate, seasonal offerings)
- Non-dairy milk alternatives
- Bottled water and juices
- Açaí bowls
- Pre-made sandwiches, pastries, and baked goods
- Fresh pre-made salads
- Overnight oats
- Healthy snacks
- Fresh fruit options

All items will be clearly labeled with ingredients to accommodate dietary restrictions and allergies. We will not sell tobacco products, alcoholic beverages, chewing gum, or beverages in glass containers.

Pricing Philosophy: Recognizing that the Lions Park Café operates within a publicly funded facility, we will price our offerings deliberately below typical market rates. Our pricing will balance accessibility for all community members with financial sustainability for our operation. Specific discount programs will include:

- Library cardholder discount (presented at time of purchase)
- Senior discount
- Costa Mesa city staff discount
- Special event pricing for city-hosted events
- Story time specials (discounted parent/child combos coordinated with library programming)

Sustainability Program: Neat Coffee is committed to environmental responsibility. Our sustainability program includes:

- Use of only recyclable or compostable napkins, serveware, and beverage containers
- Clearly labeled recycling and composting stations for patron use
- Organic waste recycling services arranged to meet all State and local requirements
- Partnership with local non-profit organizations such as Someone Cares Soup Kitchen to redistribute end-of-day food items rather than disposal, in accordance with RFP requirements
- Source reduction through careful inventory management and demand forecasting

Customer Service: All staff will be trained in Neat Coffee's customer service philosophy emphasizing warmth, efficiency, and genuine care for each person we serve. Our team will be identifiable through Neat Coffee branded apparel (not using City logos, as specified) and will maintain professional, courteous interactions with all patrons. We will address complaints promptly and directly, with the Project Manager taking personal responsibility for resolution of any service issues.

Hours of Operation: We will operate seven days per week from 7:00 AM to 5:00 PM, covering the majority of library operating hours and serving morning through early evening visitors. We will remain flexible to adjust these hours based on usage patterns and community needs, and will ensure operation during all special City events (weather permitting). Our schedule will be clearly posted and communicated through coordination with adjacent facilities.

Facility Management:

Maintenance and Cleanliness: We will maintain the concession area and surrounding outdoor seating to the highest standards. Our protocols include:

- Multiple daily cleaning sweeps of service areas, floors, and equipment
- Immediate attention to spills or cleanliness issues
- Daily thorough cleaning of all surfaces, fixtures, and equipment at close of business
- Pickup and proper disposal of all trash and debris into City-provided containers
- Weekly deep cleaning procedures
- Proper maintenance of all equipment according to manufacturer specifications
- Prompt reporting to City facilities staff of any maintenance needs beyond our scope

Equipment and Furnishings: Neat Coffee will provide and maintain:

- Commercial espresso machine
- Coffee grinders
- Batch brew coffee system
- Freezer for açai bowls (to be scooped, not blended)

- Small wares and service items
- Point-of-sale system
- Outdoor seating furniture and tables for deck area

All equipment will be new or well-maintained, of professional quality, and appropriate in scale for the 1,100 square foot facility. Any additional equipment beyond what is provided by the City will be approved in writing by the City Manager or designee prior to purchase or installation, in accordance with RFP requirements.

Equipment purchased by Neat Coffee will remain our property during the concession agreement term and will be maintained in excellent condition. We acknowledge that at the conclusion of the agreement, the City may have the option to purchase our equipment at depreciated value.

Facility Access and Security: We will work with City staff to establish secure key control protocols for the café, storage areas, and any assigned gates or doors. Keys will be safeguarded and never duplicated without City approval. Our keyholders will be responsible for opening and securing the facility daily, with backup procedures in place for staff absences. We will maintain a current list of authorized employees with the City.

Utilities and Communication: Neat Coffee will pay all utility costs associated with the café operation, including water, electricity, phone, and internet service. We will establish our own business telephone line & use our company mailing address for business correspondence, not City contact information.

Infrastructure Requests: To ensure the facility meets Orange County Health Department requirements and functions optimally, we respectfully request that the City install:

1. A floor drain in the front service area beneath the planned espresso machine location
2. Water line plumbing to provide filtered water connections for:
 - Espresso machine
 - Batch brew coffee machine

We recognize these infrastructure improvements will require coordination with City public works and may involve drilling through concrete, potentially extending our pre-opening timeline. We are committed to working collaboratively with City staff to complete these improvements efficiently.

We also propose developing tasteful exterior signage that incorporates Neat Coffee branding alongside the "Café Mesa" name, subject to City approval of all designs and placements.

Staffing and Training

Hiring Approach:

Our hiring strategy prioritizes individuals who share Neat Coffee's values of community connection, service excellence, and genuine care for people. We will recruit through our existing network of Costa Mesa community members as well as posted opportunities highlighting the unique nature of this public-serving position. All candidates will undergo interview screening, reference checks, and trial shifts before hiring decisions are made.

Training Program:

Every staff member will complete comprehensive training including:

- Neat Coffee service philosophy and customer interaction standards
- Espresso preparation and coffee brewing techniques
- Food safety and sanitation practices
- Point-of-sale system operation and cash handling procedures
- Knowledge of menu items, ingredients, and accommodation of dietary needs
- Sustainability practices including proper sorting of recyclables and compostables
- Emergency procedures and protocols
- Orange County Health Department compliance requirements

Training will be documented and updated as procedures evolve.

Safety Plan:

Our safety program addresses both employee and public safety:

- All staff will be trained in safe equipment operation, including proper use of espresso machines, grinders, blenders, and warming equipment
- Slip, trip, & fall hazard prevention through immediate spill cleanup & proper floor maintenance
- Burn and cut prevention protocols
- Proper lifting techniques for inventory handling
- Food allergen awareness and prevention of cross-contamination
- Emergency contact information and procedures posted in staff areas
- First aid kit maintained on premises
- Regular safety meetings to review procedures and address concerns
- Workers' compensation insurance maintained as required by California law

Supervision and Accountability:

The Project Manager will provide daily oversight and will be present during high-volume periods. All staff will have clear job descriptions, performance expectations, and regular feedback. We will maintain adequate staffing ratios to ensure no employee works alone and to maintain service quality during peak periods.

Financial Management and Reporting

Point of Sale System:

We will implement a modern, cloud-based point-of-sale system that:

- Records all transactions with automatic sales totals & transaction counters that cannot be reset
- Issues sequentially numbered customer receipts for all transactions
- Maintains detailed electronic records accessible to City auditors
- Provides real-time reporting capabilities
- Enables City staff to access financial data as specified in the concession agreement

In the unlikely event of system failure, we will immediately implement manual record-keeping using pre-numbered receipt books and will record all transactions by hand until system functionality is restored. Under no circumstances will we conduct unrecorded sales.

Cash Handling:

While we anticipate the majority of transactions will be electronic (credit/debit cards, mobile payments), we will accept cash up to the specified \$30 single-purchase limit, with amounts exceeding this limit processed via electronic payment. Our detailed cash handling procedures include:

- Opening and closing cash counts with documentation
- Cash drawer limits to minimize loss exposure
- Dual-employee counts for all cash transactions over specified thresholds
- Daily reconciliation of cash receipts against register records
- Secure transport and bank deposit procedures
- Documentation trail for all cash transactions

These procedures will be submitted to the City for review and approval prior to opening, and will be available for independent audit at any time.

Separate Accounting:

As required by the concession agreement, Neat Coffee will establish and maintain a separate bank account dedicated exclusively to Lions Park Café operations. All revenue from the café will be deposited into this account, and all café-related expenses will be paid from this account. This separation ensures clean accounting and facilitates audit and verification of gross receipts.

Monthly Reporting:

By the 15th of each month, we will provide to the City:

- Payment of the monthly fee as specified in our revenue-sharing proposal
- Cash basis monthly gross receipts report showing total sales and payment calculation
- Any notes or explanations of unusual circumstances or variations from typical operations

Annual Reporting:

Within 60 days of each contract anniversary, we will provide:

- Annual profit and loss statement prepared by a certified accountant
- Balance sheet in a form acceptable to the City Manager or designee
- Statistical summary of operations including patron counts, popular items, seasonal trends
- Narrative report on the café's contribution to the Lions Park campus community

Audit Cooperation:

We understand and agree that the City may audit our books and records at any time during the contract term and for four years following. We will:

- Maintain all required documentation including general ledgers, journals, vouchers, checks, tickets, bank statements, tax returns, and daily sales records
- Provide full access to all accounting records at reasonable times
- Cooperate completely with City auditors/ independent accounting firms contracted by the City
- Ensure all records are organized, complete, and readily accessible
- Treat City requests for confidential information (such as tax returns) with appropriate discretion

We acknowledge that if an audit reveals under-reporting of gross receipts resulting in loss of revenue to the City exceeding 2% of amounts due, we will be responsible for applicable penalties, back payments, and potentially liquidated damages as specified in the agreement.

Regulatory Compliance:

Neat Coffee will be solely responsible for:

- All federal, state, and local tax obligations
- Business license fees for the café location
- Health department permit fees
- Required insurance premiums
- Any other licenses, permits, or regulatory fees necessary for legal operation

Community Engagement and Partnership

Connection to Lions Park Programming:

We see the Lions Park Café as an integral part of the campus ecosystem, not just a standalone business. Our approach to community partnership includes:

Library Coordination: We will work closely with library staff to:

- Align our hours as well as offer specials during their story times and other planned activities
- Provide a welcoming outdoor break space for students and guests of the library
- Offer library cardholder discounts to encourage library patronage
- Provide catering or special service for meetings and events
- Explore opportunities for literacy-themed promotions or author event support

Recreation Center Partnership: We will:

- Coordinate with recreation programmers to understand class schedules and participant needs
- Offer healthy options appropriate for active individuals and families
- Consider special offerings tied to recreation programs (post-class refreshments, etc)

Aquatics Facility Connection: We will:

- Provide healthy recovery options appropriate for swimmers
- Maintain awareness of pool schedules to anticipate customer flow

Event Lawn Activation: As specified in the RFP, we are looking forward to hosting 12 special events annually on the event lawn. We have experience using TESSA for approval. These events will:

- Be family-friendly and inclusive
- Draw visitors to the Lions Park campus
- Showcase Neat Coffee's community connection mission
- Respect other scheduled uses of the space
- Be coordinated well in advance with City events staff

Neat Coffee Community Programming:

Beyond café operations, we will continue and expand Neat Coffee's tradition of community-building:

Established Programs We Will Bring to Lions Park:

- “Neat @ Nite” movie nights on the event lawn (utilizing our permitted event allocation)
- Community run club meeting at the café before routes through the neighborhood
- Art displays featuring local Costa Mesa artists
- Small business markets for local artisans and makers
- Civic engagement opportunities & seasonal celebrations

New Programs Specific to This Location:

- Library partnership programming around literacy and education themes
- Family-friendly activities coordinated with recreation programming
- Recognition events for public servants/frontline workers (building on our successful Hero's Day for Costa Mesa firefighters)

All programming will be coordinated with City staff to ensure compatibility with other campus activities and to maximize benefit to the community.

Accessibility and Inclusion:

Our below-market pricing strategy and discount programs are designed to ensure the café serves the entire Costa Mesa community. Beyond pricing, we will:

- Train staff in welcoming service for all community members
- Maintain physical accessibility in our outdoor seating arrangements
- Accommodate dietary restrictions and allergies with clear ingredient labeling
- Create a welcoming atmosphere where all Lions Park visitors feel comfortable
- Listen to community feedback about how we can better serve diverse needs

Project Schedule

Months 1-3: Pre-Opening Phase

- Week 1-2: Finalize equipment specifications; coordinate with City on infrastructure improvements (floor drain, water lines)

- Week 3-4: Obtain business license & health permit applications; finalize signage designs for City approval
- Month 2: Monitor infrastructure installation progress; procure equipment and furniture; develop operational procedures manual
- Month 3: Complete equipment installation once infrastructure ready; begin staff recruitment and training; finalize vendor contracts; conduct pre-opening inspections
- End of Month 3: Receive health department approval; complete staff training; stock inventory

Month 4: Soft Opening

- Weeks 1-2: Limited-hour soft opening to test operations and refine procedures
- Weeks 3-4: Full-hour operations with ongoing refinement based on initial feedback
- End of Month 4: Complete assessment and adjustment period

Month 5 and Beyond: Full Operations

- Ongoing daily operations per standard schedule
- Quarterly performance meetings with City staff as well as annual evaluations
- Seasonal menu adjustments & community event programming

This timeline assumes a 3-month lead time for City installation of required infrastructure (floor drain and water line plumbing). We are prepared to adjust this schedule based on actual infrastructure completion dates and will work efficiently to minimize time from infrastructure completion to opening.

City Staff Requirements

To ensure successful implementation, we will require the following from City staff:

- **Pre-Opening Phase:**
 - Installation of floor drain in service area beneath espresso machine location
 - Plumbing of water lines for espresso machine & batch brew coffee machine
 - Provision of keys for café and any storage areas
 - Review and approval of exterior signage designs
 - Coordination on business license
 - Designation of City Project Manager as primary liaison
- **Ongoing Operations:**
 - Quarterly performance meetings with designated City representative
 - Reasonable advance notice of special events requiring adjusted staffing or hours
 - Access to facility for routine city inspections (we understand these may occur any time)
 - Prompt communication of any facility maintenance needs outside of our scope

We are committed to being a low-maintenance, high-value partner that minimizes demands on City staff time while maximizing community benefit.

Innovative and Creative Approaches

Beyond meeting all RFP requirements, we propose several innovations:

Seasonal Local Partnerships: We will actively seek partnerships with local farmers, bakers, and food producers to feature hyper-local ingredients and products, strengthening local economic connections and providing unique offerings not available elsewhere.

Digital Engagement: We will maintain an active social media presence highlighting not just our offerings but the broader Lions Park campus activities, helping promote library programs, recreation classes, and city events to our established follower base.

Feedback Loop Integration: Rather than treating community feedback as complaints to be addressed, we will actively solicit input through quarterly community surveys, suggestion opportunities, and periodic focus groups, treating Lions Park Café as a living experiment in community-responsive business.

Educational Component: Working with library staff, we could develop informal coffee education programming—from brewing techniques to coffee sourcing—that aligns with the library's educational mission while adding unique value for café visitors.

Economic Access Innovation: Beyond our discount programs, we will explore a "pay it forward" program allowing customers to pre-purchase beverages or food items for community members in need, fostering generosity and ensuring no one feels excluded from café participation due to economic constraints.

QUALIFICATIONS & EXPERIENCE OF THE FIRM

Business Structure and History

Corporate Information:

Neat Coffee is a for-profit LLC that was incorporated in the State of California in August of 2015, marking ten years of service to the Costa Mesa community. Our principal cafe & office is located at 1922 Pomona Ave which opened in May 2019. We operate under the business name Neat Coffee and do not conduct business under any other names in California.

Corporate Officers:

Alexandria Garvin, Founder and Owner of Neat Coffee. I don't own any other businesses.

Local Office:

Our Pomona Ave location opened in 2019, and we have been serving the Westside community for over six years. This proximity to Lions Park means we bring deep knowledge of the local community and established relationships with the residents we will serve.

Experience with Similar Contracts

Current Operations:

Neat Coffee currently operates one location in Costa Mesa, serving residents within walking distance, young professionals working remotely & many young families.. Our café demonstrates our ability to:

- Maintain consistent quality and service over extended periods
- Build loyal customer relationships within a community setting
- Manage inventory, staffing, and financial operations efficiently
- Adapt to changing customer needs and preferences
- Maintain excellent standing with health and regulatory agencies

Relevant Project Experience:

While this will be Neat Coffee's first formal concession agreement with a public agency, our operational experience directly parallels the requirements of the Lions Park Café:

Daily Operations Management: We have successfully operated a full-service café for 10 years, demonstrating our capability to:

- Maintain health department compliance without violations
- Manage multi-person staff teams with professional training and accountability
- Control costs while maintaining quality
- Forecast inventory needs and manage vendor relationships
- Provide consistent customer service across varying staff schedules
- Maintain equipment properly to avoid service disruptions

Community Event Programming: Our established track record of hosting community events demonstrates capability to:

- Plan and execute public gatherings safely and successfully
- Market events effectively to draw participation
- Manage logistics of outdoor events & partner with public agencies

Financial Management: Our history of sustainable business operations shows:

- Accurate accounting and financial reporting
- Tax compliance and proper business licensing
- Cash handling security and accountability

Qualifications for This Specific Project

Local Expertise:

Neat Coffee brings intimate knowledge of Costa Mesa and specifically the Lions Park area. Our decade of presence in this community means we understand:

- The demographics and preferences of local residents
- Seasonal patterns in Costa Mesa (beach proximity influence, school year rhythms, etc.)
- Local expectations for service, quality, and pricing
- The network of community organizations and leaders

- Costa Mesa's culture and values as a city

Coffee and Food Quality Capabilities:

Our upcoming coffee roasting operation in Sunset Beach represents significant investment in quality and demonstrates our commitment to growth and improvement. This capability will allow us to:

- Control coffee quality from roasting through service
- Develop custom blends specific to Lions Park Café
- Ensure freshness of coffee offerings
- Reduce supply chain complexity and potential disruptions

Our established vendor relationships for food products ensure access to quality pastries, fresh ingredients, and reliable supply chains.

Community Connection Mission:

Unlike corporate operators, Neat Coffee's core mission is community connection. This aligns perfectly with the City's vision for Lions Park Café as a community amenity. We take pride in creating space for intergenerational gatherings where all ages feel welcome and facilitating community-building through structured programs & organic daily interaction.

Commitment to This Location:

This opportunity represents more than a business contract for Neat Coffee—it represents the chance to deepen our service to a community we already love and to be present in a location where community connection naturally occurs. We are committed to:

- Long-term presence (we are proposing a 3-year agreement with renewal options)
- Investment in quality equipment and furnishings
- Building a trained, stable staff team
- Active partnership with city facilities and programming
- Responsive adaptation based on community needs

Relevant Certifications and Qualifications:

- Current Costa Mesa Business License: HDL-29224
- ServSafe Food Protection Manager Certification: Min Lee #28117182

Community Involvement and Civic Engagement

Charitable Contributions and Community Support:

Neat Coffee's community involvement goes beyond financial contributions to active participation:

We have made many donations to local schools, nonprofits, and churches, as well as donated coffee to the senior center, Love Costa Mesa Day, and many other gatherings within the city.

In-Kind Space Donations: We provide our café space at no charge for:

- Community organization meetings
- Fundraising events for local causes
- Art receptions for local artists
- Small business pop-up markets

Event Hosting for Public Benefit: Our community events serve public good:

- Hero's Day for Costa Mesa firefighters (raised funds for Costa Mesa Firefighter Association)
- Civic engagement conversations with city council members and staff
- CMABS meetings and discussions about street safety and urban planning
- Free community movie nights creating no-cost entertainment options
- Book Tour stops creating space for learning and connection

Platform for Local Voices: We use our café as a platform for:

- Local artist exhibitions (providing exposure and sales opportunities)
- Small business artisan markets (supporting local entrepreneurs)
- Community information sharing about city programs and services

Regular Programming with Community Benefit:

- Run club and swim club which provides fitness community and social connection
- Educational events about various topics of community interest
- Seasonal celebrations that bring neighbors together

Philosophy of Community Investment:

We view our business as inseparable from community wellbeing. Success for Neat Coffee means contributing to a thriving, connected Costa Mesa where neighbors know each other, civic engagement is accessible, and gathering spaces strengthen community fabric. This philosophy will extend fully to Lions Park Café operations, where we see even greater opportunity to serve the community given the public nature of the location and the diverse visitors to the campus.

FINANCIAL CAPACITY

Neat Coffee is entering a growth period with a second location to open next month along with the start of a coffee roasting program. These two things set us up for exponential growth as we increase our margins and begin selling beans both wholesale and directly to customers.

Neat maintains excellent relationships with vendors and lenders with zero defaults on business obligations. We are prepared to provide additional financial documentation as requested by the City during the evaluation process to demonstrate our capability to sustain café operations while meeting our obligations to the City.

KEY PERSONNEL

Project Managers: Alexandria (Ally) Garvin & Min Lee

Ally and Min will serve as Project Managers for the Lions Park Café and will be the primary points of contact for the City.

Min Lee currently serves as store manager of Neat Coffee and has been with the company since April 2021. He has a deep understanding of Neat Coffee's mission, operational philosophy, and customer service standards, a proven track record in staff training and team leadership, strong organizational and communication skills, and knowledge of health department regulations & compliance requirements. Having worked in the food service industry for over a decade, Min has invaluable experience and insight to bring to the table. He works hard and always pushes to be better.

Responsibilities for Lions Park Café:

- Overall management of daily café operations
- Staff hiring, training, scheduling, and supervision
- Quality control and compliance oversight
- Financial reporting and record-keeping coordination
- Community programming development and execution
- Problem resolution and customer service excellence

Contact Information: Min Lee [REDACTED]

Additional Key Personnel:

Additional staff members will be hired following the awarded contract. All team members will be thoroughly trained in Neat Coffee's operational standards and customer service philosophy before beginning independent work. Resumes and contact information for all key staff members will be provided to the City once hiring is complete.

Staffing Continuity:

The Project Manager will be a consistent presence throughout the contract term, providing stability and institutional knowledge. While front-line staff may change over time due to normal turnover, we will maintain comprehensive training systems and documentation to ensure service consistency regardless of individual personnel changes.

COST PROPOSAL

Neat Coffee's financial proposal is structured to balance three critical priorities:

1. **Community Accessibility:** Maintaining pricing below market rate to serve all Lions Park campus visitors

2. **Operational Sustainability:** Ensuring adequate revenue to provide quality products, fair wages, and excellent service
3. **Fair Return to the City:** Providing reasonable compensation to the City for use of this public asset

Revenue Sharing Proposal

Monthly Payment to City: 3% of Gross Sales

We propose paying the City three percent (3%) of all gross revenue generated by café operations. This percentage-based approach:

- Aligns City compensation with café success (higher sales = higher City revenue)
- Reflects our commitment to below-market pricing that prioritizes community access
- Ensures financial sustainability for quality operations and fair employee compensation

Payment Terms:

Payment will be submitted by the 15th of each month following the month of sales. Payments will be accompanied by the required gross receipts report and monthly revenue/expense statement.

We acknowledge and agree to the penalty structure outlined in the RFP and are committed to timely payment and transparent financial reporting. Our point-of-sale system and separate accounting structure will facilitate accurate, timely reporting.

Rationale for 3% Revenue Share:

Below-Market Pricing Strategy: As outlined throughout this proposal, we are committing to pricing deliberately below typical market rates to ensure accessibility within this publicly-funded space. This pricing philosophy directly reduces our gross revenue and profit margins compared to standard commercial café operations.

Discount Program Costs: Our proposed discount programs (library cardholders, seniors, city staff, story time specials, event pricing) will further reduce revenue while serving the community benefit objectives of this location.

Startup Infrastructure Costs: While we very much appreciate the City's provision of the basic facility, not to mention refrigeration, ovens, and more, Neat Coffee will be investing significant capital into commercial espresso machine and coffee equipment, point-of-sale system and technology, furniture & outdoor seating for the deck area, initial inventory & supplies, & staff recruitment and training costs.

Ongoing Operational Costs: We will bear all costs including all utilities (water, electricity, phone, internet), staff wages and benefits, inventory and supplies, equipment maintenance and repairs, insurance premiums, business licenses and permits, separate accounting and reporting systems.

Community Programming Investment: Beyond basic café operations, we are committing to active community programming, event hosting, and partnership activities that require staff time and resources but generate limited or no direct revenue.

Long-Term Commitment: This percentage is designed to be sustainable throughout the 3-year initial term and potential renewal periods, ensuring stable partnership with the City rather than an unsustainable arrangement requiring renegotiation.

Alternative or Supplementary Arrangements:

While our primary proposal is the 3% revenue share, we remain open to discussing creative arrangements with the City, such as:

- A hybrid model with a modest minimum monthly base payment supplemented by percentage of sales above certain thresholds
- Seasonal adjustments recognizing that summer months may see higher traffic than winter months
- Performance incentives tied to customer satisfaction metrics or community engagement activities

We are committed to finding a financial arrangement that works for both parties and prioritizes the community benefit objectives of this public facility.

Cost Control and Efficiency

To ensure financial sustainability while maintaining quality and affordable pricing, Neat Coffee will implement:

- Careful inventory management to minimize waste
- Energy-efficient equipment and practices to control utility costs
- Efficient staffing models that maintain service quality while controlling labor costs
- Strategic vendor relationships for favorable pricing on quality products
- Regular financial analysis to identify opportunities for efficiency improvements

PERSONAL CONNECTION TO LIONS PARK

While this proposal focuses primarily on Neat Coffee's qualifications and operational plans, I want to briefly acknowledge the personal significance of this opportunity.

For the past twenty years, Lions Park has been woven into my life in Costa Mesa. In 2006, while in college, I worked for an after-school program serving high school students at the recreation center, giving me early insight into the important role this campus plays in young people's lives. Over the following two decades, I've witnessed the transformation of this area—the development of the park, the construction of the beautiful Donald Dungan Library, and the evolution of Lions Park into the vibrant community hub it is today.

I am currently a proud punch card holder for adult lap swim at the pool and for the past five years, Lions Park has taken on new meaning as I've walked my daughter to this campus countless times for library story time, mornings at the playground, and afternoon ballet classes at the recreation center.

This history means that the opportunity to operate the Lions Park Café feels like a natural continuation of my family's relationship with this special place. I understand firsthand the rhythms of this campus, the needs of the visitors, and the community-building potential of this location. More importantly, I'm deeply invested in ensuring that this café serves the community well—because this community includes my neighbors, my daughter's friends and their families, and the people who have made Costa Mesa home.

DISCLOSURE

I am an active participant in my community and because of that, I have had many interactions with city council members such as attending a trip to Bixby Knolls with Arlis Reynolds, swimming in the ocean with Andrea Marr, and serving coffee to our neighbor Manuel Chavez.

CONCLUSION

Neat Coffee respectfully submits this proposal with genuine excitement about the opportunity to serve the Lions Park community. Our ten-year track record in Costa Mesa, our commitment to community connection over pure profit, our operational expertise, and our deep understanding of this specific location make us uniquely qualified for this partnership.

We offer the City:

- ✓ **A proven local operator** with a decade of successful café operations in Costa Mesa
- ✓ **Community-first philosophy** demonstrated through extensive civic engagement & programming
- ✓ **Affordable, high-quality offerings** with deliberate below-market pricing for public benefit
- ✓ **Financial sustainability** with transparent accounting and fair revenue sharing
- ✓ **Collaborative partnership** approach with City facilities and programming
- ✓ **Professional operations** meeting all health, safety, and regulatory requirements
- ✓ **Long-term commitment** to being an asset to Lions Park campus

The Lions Park Café represents an opportunity to enhance an already wonderful community resource. We are ready to bring Neat Coffee's warmth, quality, and community connection to this new location, serving the diverse visitors to the library, recreation center, pool, park, and event lawn.

Thank you for your consideration of this proposal. We welcome the opportunity to discuss any aspect of our plans in greater detail and look forward to the possibility of partnership with the City of Costa Mesa.

Respectfully submitted,



VENDOR APPLICATION FORM

FOR RFP No. 26-05 Lions Park Café Concessions Services

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Neat Coffee Co., LLC

Contact Person for Agreement: Alexandria (Ally) Garvin

Title: Neat Coffee Owner E-Mail Address: ally@neat.coffee

Business Telephone: (949) 873-6328 Business Fax: _____

Corporate Mailing Address: 1922 Pomona Ave

City, State and Zip Code: Costa Mesa, CA 92627

Contact Person for Proposals: Ally Garvin

Title: Neat Coffee Owner E-Mail Address: ally@neat.coffee

Business Telephone: (562) 852-4136 Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one) ☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP ☐
INDIVIDUAL ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ UNINCORPORATED
ASSOCIATION

Names & Titles of Corporate Board Members (Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Alexandria Garvin Owner (562) 852-4136

Federal Tax Identification Number: XXXXXXXXXX

City of Costa Mesa Business License Number: HDL - 29224

City of Costa Mesa Business License Expiration Date: 8/31/2026

EX PARTE COMMUNICATIONS CERTIFICATION

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 26-05 Lions Park Café Concessions Services at any time after October 1, 2025.

Signature: Alex Garvin Date: 10/22/2025

Print: Alexandria Garvin

DISQUALIFICATION QUESTIONNAIRE

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances: N/A

DISCLOSURE OF GOVERNMENT POSITIONS

[List any positions held by owners or employees as elected or appointed officials, directors, officers, or employees of governmental entities in the past twelve months, or state "None"]

None.

COMPANY PROFILE & REFERENCES

Company Legal Name: Neat Coffee Co., LLC

Company Legal Status: For-profit corporation

Active licenses issued by the California State Contractor's License Board: N/A (food service business)

Business Address: 1922 Pomona Ave Costa Mesa, CA 92627

Website Address: www.neat.coffee

Telephone Number: (562) 852-4136

Email Address: ally@neat.coffee

Length of time the firm has been in business: 10 years (since 2015)

Length of time at current location: 6 years (since 2019)

Is your firm a sole proprietorship doing business under a different name: No

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: 7am-4pm daily

Contact person in reference to this solicitation: Ally Garvin (562) 852.4136 / ally@neat.coffee

Contact person for accounts payable: Same as above

Name of Project Manager: Same as Above

References:

We've never done a comparable project but we're happy to provide business references if you'd like us to list vendors or current landlord or customers.

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Except as described below, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer: Ally Garin

Date: _____

END OF PROPOSAL

Submitted by:

Neat Coffee
1922 Pomona Ave Costa Mesa, CA 92627

Ally Garvin / (562) 852-4136

Date: October 22, 2025

Authorized Signature:  _____

Alexandria Garvin - Neat Coffee Owner

COST PROPOSAL FORM

RFP No. 26-05 Lions Park Café Concessions Services

Submitted by: Neat Coffee

Revenue Sharing Proposal:

Neat Coffee proposes to pay the City of Costa Mesa **three percent (3%) of gross sales** generated by café operations at the Lions Park Café.

Payment Schedule: Monthly, by the 15th of the month following the sales period

Example Calculation:

- If January gross sales = \$30,000
- Payment to City = \$900
- Due date: February 15

Additional Financial Commitments:

- Neat Coffee will pay 100% of all utility costs (water, electricity, phone, internet)
- Neat Coffee will provide all equipment not supplied by City
- Neat Coffee will maintain separate accounting for café operations
- Neat Coffee will provide monthly gross receipts reports and revenue/expense statements
- Neat Coffee will provide annual financial statements prepared by certified accountant

Justification for Proposed Rate:

This 3% revenue share reflects:

- Commitment to below-market pricing for community accessibility
- Multiple discount programs (library cardholders, seniors, city staff, event pricing)
- Significant capital investment in equipment and furnishings
- Full responsibility for all operational costs including utilities
- Investment in community programming beyond basic café operations
- Sustainable rate for 3-year initial term and potential renewal periods

City Infrastructure Requests:

To ensure health department compliance and optimal functionality, we request the City install:

1. Floor drain in service area beneath espresso machine
2. Water line plumbing for espresso machine and batch brew machine

We understand these improvements may require approximately 3 months and recognize this will extend our pre-opening timeline. We are committed to working collaboratively with City staff to complete these necessary improvements.

EXHIBIT B
CITY COUNCIL POLICY 100-5

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COSTA MESA AND THE COUNTY OF ORANGE
FOR REVENUE SHARING

This Memorandum of Understanding ("Memorandum") dated as of the 2nd day of February 2023 is between the City of Costa Mesa, a municipal corporation ("City") and the County of Orange, a political subdivision of the State of California ("County"). City and County are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on or about December 29, 2022, the Parties entered into the Beneficiary Agreement Between County of Orange and City of Costa Mesa for American Rescue Plan Act Funding ("Beneficiary Agreement") in connection with the State and Local Fiscal Recovery Funds program;

WHEREAS, the Beneficiary Agreement provided that the funds granted under that agreement would be used for the construction of the Lions Park Café at the Lions Park;

WHEREAS, the Beneficiary Agreement was conditioned on the Parties executing a revenue sharing agreement that will provide for County, through OC Public Libraries, to receive 50% of the Lions Park Café's Net Revenues on an ongoing basis;

WHEREAS, City will operate the Lions Park Café in or about the Lions Park Campus and adjacent to the Donald Dungan Library;

WHEREAS, the Donald Dungan Library, is an OC Public Libraries branch location and City desires to complement the Lions Park Campus by operation of the Lions Park Café in furtherance of the public interest; and

WHEREAS, the Parties now desire to enter into this Memorandum for revenue sharing.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

ARTICLES

I. Definitions:

A. "Lions Park Café" means the café, or similar dining establishment, operated at the facility, site, or building constructed and/or improved using funds under the Beneficiary Agreement and situated in or about the Lions Park Campus and adjacent to the Donald Dungan Library.

B. "Net Revenue" or "Net Revenues" means all revenues received by City from the Lions Park Café from any and all sources including, but not limited to, the sale of coffee, food, refreshments, and leases, operating agreements, concession agreements, licenses, subleases,

event fees, or the sale of other goods or services by, or from, Lions Park Café, less only Expenses, as defined below.

C. "Expenses" include expenses that are necessary for the operation of the Lions Park Café, and include the cost of goods sold, utility costs, compensation paid to employees, expenses for supplies, or other actual operating expenses for the Lion Park Café, which shall be capped at and in no event exceed 75% of Revenues. "Expenses" do not include a share of capital project costs or any costs or expenses for Lions Park Campus or any other building, facility, or improvement.

D. "Revenues" means all revenues received by City from the Lions Park Café from any and all sources including, but not limited to, the sale of coffee, food, refreshments, and leases, operating agreements, concession agreements, licenses, subleases, event fees, or the sale of other goods or services by, or from, Lions Park Café.

II. Term and Termination:

A. Term: This Memorandum shall be effective as of the date the last of the Parties has executed the same ("Effective Date"). This Memorandum shall remain in full force and effect until the Lions Park Café ceases to operate on a permanent basis, unless terminated pursuant to the provisions of paragraph B below.

B. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Memorandum with City, without penalty for cause, or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of any provision of this Memorandum by City, or any misrepresentation or fraud on the part of City. County may exercise its right to terminate the Memorandum, for cause or without cause, without liability, fee, cost, expense, penalty, or charge of any kind and County's termination of the Memorandum shall relieve County of all further obligations.

II. City's Responsibilities:

A. City shall operate the Lions Park Café at no expense to County.

B. Within 30 days after the end of each quarter (i.e. on August 1, November 1, February 1, and May 1 of each year), City shall:

- a. Pay 50% of the Lions Park Café's Net Revenues received during the previous quarter to County. City shall commence Net Revenue payments once the Lions Park Café receives revenues and continue making such payments during the term of this Memorandum;
- b. Send payment via a check for the Net Revenues made out to the "County of Orange, OC Public Libraries" at the following address: OC Public

Libraries, 1501 E. Saint Andrew Place, 2nd Floor, Santa Ana, CA 92705 and write "Mesa Verde and Donald Dungan Libraries" on the check;

- c. Use the other 50% of the Lions Park Café's Net Revenues for maintenance at the Mesa Verde Library and Donald Dungan Library; and
- d. Provide County with a summary of Revenues, Net Revenues, and Expenses for the prior quarter. City may satisfy the foregoing obligation by providing County with all, or a portion of, Lions Park Café's financial statements for the prior quarter.

C. City shall ensure the Lions Park Café incurs only reasonable and necessary expenses that are typically incurred by other similar establishments within the City. City shall ensure it, and the Lions Park Café, account for Lions Park Café's revenue and expenses according to generally accepted accounting principles applicable to City.

D. City shall maintain records related to the operation of the Lions Park Café for not less than three (3) years after the final payment is made under this Memorandum, unless a longer period of records retention is required by law, and provide the records to County within 10 days of County's request.

E. City shall permit County's Auditor-Controller or the Auditor-Controller's authorized representative access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, and other papers or property of City for the purpose of auditing or inspecting any aspect of performance under this Memorandum. County will provide reasonable notice of such an audit or inspection.

F. City shall maintain commercially reasonable insurance coverage that is adequate for performing its obligations under this Memorandum.

G. City shall, in performing under this Memorandum, comply at its own expense with all applicable local, state, and federal laws, statutes, requirements, and regulations.

III. County's Responsibilities:

A. County, through OC Public Libraries, shall accept the revenue sharing funds paid by City to County under this Memorandum.

B. County shall deposit all such revenues in OC Public Libraries' Library Fund as OC Public Libraries revenues to be used on an ongoing basis for funding programming by OC Public Libraries for both the Mesa Verde and Donald Dungan libraries.

IV. Miscellaneous Articles:

A. Notwithstanding anything to the contrary, nothing herein shall require County to incur an expense, obligation, or liability of any kind related to operation of the Lions Park Café or this Memorandum.

B. The Parties agree that County's (inclusive of County's affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which County's Board of Supervisors acts as the governing Board) liability arising under or related to the Lions Park Café and this Memorandum is limited and disclaimed in full and/or to the maximum extent allowed by law, whichever is more limiting. In no event shall County (inclusive of County's affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which County's Board of Supervisors acts as the governing Board) be liable or responsible for any type of claim, damage (including but not limited to exemplary, punitive, indirect incidental, and consequential damages), or liability regardless of the form of the action or the theory of recovery, whether in contract or in tort or otherwise.

C. City shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Lions Park Café or the services or performance provided pursuant to this Memorandum. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

D. City cannot assign this Memorandum without the express written approval of County. This Memorandum shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns, and legal representatives.

E. No alteration or variation of the terms of this Memorandum shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on any of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

F. Notices or other communications, which may be required or provided under the terms of this Memorandum, shall be given as follows:

City: City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Attention: Lori Ann Farrell Harrison, City Manager
loriann@costamesaca.gov

County: County of Orange/OC Community Resources
1501 E. Saint Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attention: Julie Oakley, Real Estate & Non-Profit Strategies Manager,
OC Public Libraries
julie.oakley@occr.ocgov.com

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Memorandum, addressed in any other fashion shall be deemed not given.

G. In any action or proceeding to enforce or interpret any provision of this Memorandum, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs, and expenses.

H. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Memorandum.

I. City shall be considered an independent contractor and neither City, its employees, nor anyone working under City shall be considered an agent or an employee of County. Neither City, its employees nor anyone working under City shall qualify for workers' compensation or other fringe benefits of any kind through County. The Parties agree that County will not operate and is not responsible or liable in anyway for the Lions Park Café.

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

K. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement. Facsimile, documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Memorandum, with such facsimile, scanned, and electronic signatures having the same legal effect as original signatures.

L. The individuals signing this Memorandum have the authority to commit the Party they represent to the terms of this Memorandum, and do so commit by signing.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed on the date first above written.

CITY OF COSTA MESA, CALIFORNIA

DocuSigned by:
Lori Ann Farrell Harrison 2/7/2023
By: _____ Dated: _____
Lori Ann Farrell Harrison
City Manager

COUNTY OF ORANGE

DocuSigned by:
Helen Hernandez 2/16/2023
By: _____ Dated: _____
Helen Hernandez, Deputy Purchasing Agent
County Procurement Office
County of Orange, California

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

DocuSigned by:
John Cleveland
BY: _____
Deputy
2/15/2023
DATED: _____

**APPROVED AS TO FORM FOR
CITY:**
City of Costa Mesa

DocuSigned by:
Kimberly Hall Barlow
BY: _____
Kimberly Hall Barlow
City Attorney
2/15/2023
DATED: _____



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-122

Meeting Date: 2/3/2026

TITLE:

APPROVAL OF A CODE OF ETHICS AND CONDUCT

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION, CITY ATTORNEY

PRESENTED BY: KIMBERLY HALL BARLOW, CITY ATTORNEY

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

RECOMMENDATION:

Approve a Code of Ethics and Conduct.

BACKGROUND:

The goal of the Code of Ethics and Conduct is to ensure public confidence in the integrity of local government elected and appointed officials. The priority is to establish an ethics code to promote an honest, effective, and accountable city government, encourage high standards of behavior by public officials, and assist with decision making. The code's framework is designed to guide public officials in their daily duties to help ensure that they exercise their public responsibilities without conflicts or improprieties, whether actual or perceived.

On July 8, 2025, the Council discussed potential adoption of a Code of Ethics and Conduct, giving direction to staff regarding potential provisions of such a code to be considered at a future City Council meeting for approval. Staff has drafted a Code of Conduct for Elected and Appointed Officials modeled on the City of Gardena Code of Ethics and Conduct, but including several provisions from the City of Irvine policy as requested. See Attachment 1. The proposed code also covers high-ranking city employees, including Department Directors and Assistant/Deputy Directors.

ANALYSIS:

The intent of the Code of Ethics and Conduct is to achieve fair, ethical, and accountable local government for the City of Costa Mesa. The people of Costa Mesa expect public officials, both elected and appointed, to comply with both the letter and the spirit of the law.

The following are the issue areas addressed and components of the proposed Code of Ethics and Conduct:

- Act in the Public Interest
- Comply with the Law
- Conduct of Members
- Respect for Process

- Conduct of Public Meetings
- Decisions Based on Merit
- Communication
- Conflict of Interest
- Gifts and Favors
- Confidential Information
- Use of Public Resources
- Representation of Private Interests
- Advocacy
- Policy role of Members
- Independence of Boards, Commissions, and Committees
- Positive Workplace Environment
- Implementation
- Compliance and Enforcement
- Statement of Commitment

As part of the implementation, the Policy ensures that all elected and appointed officials and employees in covered positions have received a copy of the Code of Ethics and Conduct, understand its provisions, and pledge to conduct their duties in accordance with the code. The proposed Code will also be incorporated into the Commissions and Committees Handbook, orientation programs, and other training efforts to further clarify its provisions and application.

Many of the topics covered in the proposed Code are the subject of state, federal and/or local laws and judicial decisions. Those laws are scattered throughout the United States and California Constitutions, the United States Code, the California Government Code, the California Labor Code, the California Penal Code, the California Code of Regulations, the Fair Political Practices Commission (FPPC) and Attorney General decisions, and the Costa Mesa Municipal Code.

For example, both the United States and California Constitutions contain due process requirements that require decision makers to be fair and impartial in decision making affecting property rights. U.S. Const., Amend. V, Cal. Const. Art. 1, § 7. The California Constitution and statutes protect the right of privacy of both citizens and employees. See e.g., Cal. Const. Art. 1, § 1; Cal. Civ. Code § 56.20 (confidentiality of medical information). California Labor Code provisions provide a number of protections to both public and private employees, including the right to be free of retaliation for complaining of misconduct or providing evidence in connection with such reports. California Labor Code section 1102.5.

The Political Reform Act (Government Code section 81000, et seq.) includes numerous provisions on conflicts of interest stemming from financial interests (Government Code section 87100, et seq.), filing of an annual Statement of Economic Interests (Form 700) (Government Code section 87200, et seq.), requires the City to adopt a conflict of interest code (Government Code section 87300, et seq.), and post-employment lobbying (Government Code section 87406.3, covering only elected officials and agency manager). Other statutory provisions regulate participation in decisions affecting campaign donors (Government Code section 84308), prohibition on honoraria (Government Code section 89501, et seq.) and restrictions on gifts (Government Code section 89503). Use of public funds for improper purposes is precluded by Penal Code section 424 and Government Code section

8314. The California Code of Regulations includes many regulations which explain and implement the Political Reform Act. 2 Cal. Code Reg. § 18700, et seq. Both Attorney General Opinions and FPPC decisions provide interpretation and application of the regulations as guidance. In addition, the Costa Mesa Municipal Code contains restrictions on participating in decisions materially affecting financial interests. CMMC § 2-403.

Government Officials are precluded from having a financial interest in a contract made by them or the legislative body of which they are a member, with some exceptions. California Government Code section 1090, et seq. The Ralph M. Brown Act., California Government Code section 54950, et seq., restricts conduct of city business outside of noticed and public meetings, provides for closed sessions and precludes disclosure of confidential information obtained in closed session. Cal. Gov't Code § 54963. The California Government Code and the Costa Mesa Municipal Code establish a council/manager form of government, in which the City Council makes policy and the policy direction provided by the Council as a body is carried out by the City Manager. Cal. Gov't Code §§ 34851-34859; see CMMC § 2-106 (Council to deal with administrative matters through City Manager).

Civility, respectful communications, relations with commissioners and members of the public, enforcement procedures for non-statutory violations and distribution of a code of conduct are not covered specifically by these various laws. Post-employment advocacy restrictions under existing law apply only to Council members and the City Manager. One potential benefit of adopting a Code of Conduct is the collection in a single document of many of the laws and best practices in local government.

ALTERNATIVES:

The City Council may adopt the code with changes, not adopt the code or provide alternative direction to staff on the Code of Ethics and Conduct.

FISCAL REVIEW:

There is no fiscal impact associated with this action.

LEGAL REVIEW:

The City Attorney's Office prepared the draft Code of Conduct and this report.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative.

CONCLUSION:

The purpose of this item is to consider approval of a Code of Ethics and Conduct.



CITY OF COSTA MESA

CODE OF CONDUCT FOR
ELECTED AND APPOINTED
OFFICIALS

Adopted _____

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Introduction

The City of Costa Mesa is a general law city governed by the council/manager form of government. The City Council, with the assistance of its advisory commissions, committees, and boards, makes policies and fundamental governmental decisions; the City Manager is charged with implementing those policies and decisions and administering the day-to-day affairs of the City with the assistance of his/her staff. The City Council has direct authority over the City Manager and the City Attorney; all other employees of the City are under the direct authority of the City Manager.

These standards are adopted to ensure that the Mayor and members of the City Council, as elected representatives, City employees, and appointed Commissioners, are engaged in public service not for private, personal gain, but to advance the interests of Costa Mesa residents and the entire Costa Mesa community. These standards govern the following Public Officials and City employees: the Mayor; the Mayor Pro Tem; members of the City Council; City Council Executive Assistants; the City Manager; Assistant and Deputy City Managers; the City Clerk; Department Directors; Deputy Department Directors; the Police Chief; the Deputy Police Chief; the Fire Chief and Assistant Fire Chiefs; the City Attorney; the Zoning Administrator; the City Engineer; and members of the Planning Commission, the Arts Commission, the Parks and Community Services Commission; and any other commission that is advisory in nature. These positions shall be referred to herein collectively as "the Covered Positions."

The citizens of Costa Mesa are entitled to responsible, transparent, fair, and honest city government that operates in an atmosphere of respect and civility. Accordingly, the Costa Mesa City Council has adopted this code to:

1. Describe the standards of behavior to which its Elected (hereinafter the term "Elected" refers to the Mayor and City Council) and Appointed (hereinafter the term "Appointed" refers to members of City of Costa Mesa's Commissions, Committees, and Boards, the City Manager and the City Attorney) Officials and high-ranking employees aspire;
2. Provide an ongoing source of guidance to Elected and Appointed Officials and employees in their day-to-day service to the city; and
3. Promote and maintain high ethical standards.

The citizens of Costa Mesa are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Costa Mesa's commitment to excellence, the effective functioning of democratic government therefore requires that:

- Elected and Appointed officials comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Elected and Appointed officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code addresses selective aspects of the governance of the City and supplements but does not supplant other laws and rules that prescribe the legal responsibilities of the Covered Positions. Those include, among others, the California Constitution, various provisions of the California Government Code

(including the Brown Act and the Political Reform Act) and the California Labor Code, federal laws prohibiting discrimination and harassment, and the provisions of the City's own Municipal Code. Elected and Appointed officials and employees should be familiar with these laws to ensure that they exercise their responsibilities properly.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all situations. At bottom, it is expected that Elected and Appointed officials and employees in the Covered Positions will manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. It is also expected that Elected and Appointed officials will treat each other, City employees, residents and business people with courtesy and respect in a manner that reflects well on the City.

To this end, the Costa Mesa City Council adopts this Code of Conduct for Elected and Appointed Officials and designated employees to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The Ethics section of the City's Code of Conduct offers guidance on matters pertaining to ethical considerations, addressing questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, Elected and Appointed officials should work for the common good of the people of Costa Mesa and not for any private or personal interest, and provide for the fair and equal treatment of all persons, claims and transactions coming before them. Elected and Appointed officials will serve the community as servant leaders, putting aside self-interest and consider the needs of all residents. Elected and Appointed officials should seek to implement transparency and ethical practices, so as to ensure the public's trust and avoid any perception of wrongdoing.
2. Comply with both the spirit and the letter of the Law and City Policy. Elected and Appointed officials shall comply with the laws of the nation, the State of California and the City of Costa Mesa in the performance of their public duties.
3. Conduct of Elected and Appointed officials. The professional and personal conduct of Elected and Appointed officials while exercising their office should be above reproach and seek to avoid even the appearance of impropriety. Elected and Appointed officials should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other Elected and Appointed officials of the City Council, of other commissions, committees, or boards of the City, of staff or the public.
4. Conduct at Public Meetings. Elected and Appointed officials should prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
5. Decisions Based on Merit. Elected and Appointed officials should base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
6. Conflicts of Interest.
 - a. Elected and Appointed officials should seek to ensure their independence and impartiality on behalf of the common good, and their compliance with conflict-of-interest laws. Unless specifically authorized by law, Elected and Appointed officials should not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) a contractual interest, or (c) an impermissible personal bias (a completely closed mind).
 - b. Elected and Appointed officials who have a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, an Elected or Appointed official should not participate in a decision unless and until he or she has requested and receives advice allowing the Elected or Appointed official to participate. An Elected or Appointed official shall diligently pursue obtaining such advice. The Elected or Appointed official shall provide the Mayor and the City Attorney a copy of any of any written request or advice and conform his or her participation to the advice given. In providing assistance to Elected and Appointed officials, the City Attorney represents the city and not individual Elected or Appointed officials.

- c. Each year Elected and Appointed officials shall file a Form 700, which requires the disclosure of designated investments, interests in real property, sources of income and gifts in accordance with the City's conflict of interest code. Where a conflict is determined to exist, the Elected or Appointed official should disclose the conflict, leave the dais during the consideration of the item, and not otherwise seek to influence the decision in any way.
- d. Except as provided in California Government Code Section 1090, et seq., no Elected or Appointed official shall have a financial interest in any contract made by the City.

7. City Allegiance and Proper Conduct.

- a. Incompatible Employment or Service. Because of their uniquely important, visible, and elevated status and responsibilities as elected officials, the Mayor and members of the City Council, and by extension their Executive Assistants and their appointed Commissioners, shall not engage in compensated employment or service for the purpose of lobbying for any private person or organization before any local public agency (county, city or special district) located in the County of Orange or the County of Los Angeles.
 - 1. Paragraph 7a shall not be applicable to lobbying as an in-house employee on behalf of his or her employer (as opposed to a client of the employer).
 - 2. For purposes of paragraph 7a, "lobbying" shall mean any oral or written communication (including an electronic communication) to an official of a local agency other than the City, made directly or indirectly, in an effort to influence or persuade the official to favor or oppose, recommend or not recommend, vote for or against, or take or refrain from taking action on any public policy issue of a discretionary nature pending before the official's agency, including, but not limited to, proposed action, or proposals for action, in the form of ordinances, resolutions, motions, recommendations, reports, regulations, policies, nominations, appointments, sanctions, and bids, including the adoption of specifications, awards, grants, or contracts.
- b. Interest in City contracts. Individuals in Covered Positions shall not have a personal investment or monetary interest in any contract made by the City, except contracts relating to the performance of their official City duties.
- c. Knowledge of and agreement to abide by provisions. Individuals in Covered Positions shall at the time of their election or appointment or upon the effective date of this section, whichever occurs later, sign an appropriate form prepared by the City Clerk reciting their knowledge of the provisions of this code of conduct and their agreement to abide by such provisions.

8. Gifts and Favors. Individuals in Covered Positions shall fully comply with the regulations, prohibitions and disclosure requirements set forth under law concerning the receipt of gifts, honorariums, and any other special favors. Individuals in Covered Positions should refrain from accepting any gifts, favors or promises of future benefits where it might compromise their ability to act in the public's interest.

9. Confidential Information. Elected and Appointed officials must maintain the confidentiality of all closed session information and materials, and any other materials or verbal information which has been identified as being confidential

or privileged. Elected and Appointed officials shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

10. Use of Public Resources. Elected and Appointed officials shall not use public resources for any personal purpose (e.g., City staff time, equipment, vehicles, supplies or facilities), whether political or otherwise. The use of public resources must always be tied to a valid public purpose.

11. Representation of Private Interests.

- a. In keeping with their role as stewards of the public interest, while in office, members of the City Council shall not appear on behalf of the private interests of third parties before the City Council or any other subservient body of the City.
- b. For a period of one year after leaving office, members of the City Council are prohibited from making any formal or informal appearances before the City, on behalf of third parties, in exchange for compensation, when it is for the purpose of trying to influence a legislative or administrative action involving a permit, license, grant, contract, or the purchase or sale of goods or property, except in their official role on behalf of another public agency. California Government Code section 87406.3.

12. Advocacy. Elected and Appointed officials should seek to represent the official policies or positions of the City Council, or of their respective commission, committee, or board, to the best of their ability when designated as delegates for that purpose. Whenever an Elected or Appointed official chooses to express their individual opinions on a matter, they should make it clear when those comments do not represent the position of the body of which they are a member or the City of Costa Mesa. Elected and Appointed officials have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or commission, committee, or board meetings, or other official City meetings.

13. Policy Role of Elected and Appointed officials. Elected and Appointed officials shall respect and adhere to the Council-Manager structure of the City of Costa Mesa government as outlined in the Costa Mesa Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, commissions, committees, and boards and the public. Except as provided by the City Code, Elected and Appointed officials shall not interfere with the administrative functions of the City or the professional duties of staff; nor shall they impair the ability to implement Council policy decisions.

14. Positive Workplace Environment. Elected and Appointed officials shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Elected and Appointed officials shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Ethics Training: Elected and Appointed officials must comply with the ethics training requirement outlined under Assembly Bill 1234 (California Government Code section 53235).

B. CONDUCT

The conduct section of the City's Code of Conduct aims to articulate the expected treatment of Elected and Appointed officials towards one another, City staff, constituents, and other individuals encountered while representing the City of Costa Mesa. "Respect" serves as a pervasive and unwavering theme throughout all the conduct guidelines. Elected and Appointed officials are tasked with upholding exemplary behavior consistently. The key principle underlying these guidelines is the demonstration of respect for each individual, employing both words and actions. This emphasis on respect serves as a guiding principle, assisting Elected and Appointed officials in making the right choices, even in the most challenging situations.

1. Elected and Appointed Officials' Conduct with Each Other

Elected and Appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

a. Honor the role of the Mayor or Chairperson in maintaining order

It is the responsibility of the Mayor or Chairperson to keep the comments of Elected and Appointed officials on track during public meetings. Elected and Appointed officials should honor efforts by the Mayor or Chairperson to focus discussion on current agenda items. If there is disagreement concerning any matter, those objections should be voiced politely and with reason, following the adopted parliamentary guidelines.

b. Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information, are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify the making of belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Elected and Appointed officials should endeavor to keep each other accountable for professional decorum. Do not interrupt or speak over others, striving to understand various perspectives and opinions while encouraging cooperation and collaboration.

c. Demonstrate effective problem-solving approaches

Elected and Appointed officials have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

a. Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

b. Govern, do not direct

The Mayor and Council Members' role is to set policy and not to provide day to day direction to City employees. Questions of City staff and/or requests for additional information shall be directed to the City Manager, unless the City Manager indicates otherwise.

c. Do not disrupt City staff from their jobs

Elected and Appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Elected and Appointed officials should not attend City staff meetings, unless requested by staff.

d. Personnel Matters

Personnel matters must be handled by the City Manager and Human Resources division, working together with the employee and department at issue. Elected and Appointed officials should not get involved in personnel matters, whether to encourage or discourage a particular outcome, or to help investigate a concern. Elected and Appointed officials involvement tends to increase litigation against the City, so it should be avoided. All concerns should be directed to the City Manager, who has the responsibility to investigate and make final decisions in accordance with California law and the City's rules.

e. Never publicly criticize an individual employee

Elected and Appointed officials should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Concerns about staff performance should only be made to the City Manager through private correspondence or conversation. Such concerns can then be addressed in accordance with the City's personnel rules.

f. Do not retaliate or threaten to retaliate against employees as a result of disagreements over policy recommendations

It is critical to the success of the City that its employees enjoy a workplace free of the fear of retaliation. The City takes great pride in its creativity and its receptivity to new and different ideas; creativity is fostered by an open and nonjudgmental atmosphere where candor is not penalized. City employees are hired to offer their professional judgments and opinions. Elected and Appointed officials are certainly free to disagree with those judgments; indeed, those officials ultimately may have the final word. But those disagreements must not extend to threats or generate fear of reprisal. Elected and Appointed officials enjoy substantial authority within City Hall; this authority must not be exercised in a manner that intimidates staff and degrades morale with resulting damage to the fabric of the organization.

~~g. Do not get involved in administrative functions~~

Elected and Appointed officials acting in their individual capacity should not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

h. Do not solicit political support from staff

Elected and Appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, other campaign-related assistance, etc.) from City staff while they are working. City staff have the constitutional right to support political candidates of their own choosing, but all such activities must be done on the employee's own time, away from the workplace, and not in uniform.

i. No Attorney-Client Relationship

The City Attorney represents the city and not any individual Elected or Appointed official.

3. Elected and Appointed Officials' Conduct with the Public

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individuals in Covered Positions toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

a. Be welcoming to speakers and treat them with respect

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

b. Be fair and equitable in allocating public hearing time to individual speakers

The Mayor or Chairperson will follow the pre-established time allocation for each speaker and seek to apply them equally to every speaker in a fair and impartial manner. If there is a need to shorten the allotted time for speakers, the chair should announce those limits prior to the start of the agenda item whenever possible. Each speaker may only speak once during any particular agenda item unless the Mayor or Chairperson requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Mayor or Chairperson reopens the public hearing for a limited and specific purpose.

c. Practice active listening

Elected and Appointed officials should seek to demonstrate active listening and interest in each speaker's presentation, and to avoid any pessimistic body language.

d. Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of Elected and Appointed officials.

e. Ask for clarification, but avoid debate and argument with the public

Elected and Appointed officials should not interrupt a speaker during a presentation. However, an Elected or Appointed officials can respectfully ask the Mayor or Chairperson for a point of order if a speaker is off the topic.

4. Council Conduct with Other Commission, Committee, or Board Members

The City Council has established certain commissions, committees, and boards as a means to assist the Council in making decisions, and in gathering more community input. Citizens who serve as members of the City's various commissions, committees, and boards, become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- a. If attending a Commission, Committee, or Board meeting, be careful to only express personal opinions
Council Members may attend any commission, committee, or board meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process.
- b. Limit contact with Commission, Committee, and Board members to questions of clarification
It is acceptable for Council Members to contact commission, committee, or board members. However, it would be inappropriate to lobby one of these members on behalf of an individual, business, or developer, and vice versa.
- c. Be respectful of diverse opinions
A primary role of commission, committee, and board members is to represent the many points of view in the community, and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individual members, but they should be fair and respectful of every citizen who chooses to serve as a member of one of the City's commissions, committees, or boards.
- d. Keep political support away from public fora
Commission, committee, and board members have the right to offer their political support to a Council Member in their private capacity, but not while conducting official City duties. Likewise, Council Members may support any commission, committee, or board member who may be running for office, but such support should not be expressed during the course of any City funded meeting.

C. IMPLEMENTATION

1. The Costa Mesa Code of Conduct expresses standards of ethical conduct expected for the Mayor, Costa Mesa City Council, members of commissions, committees, boards, and all Covered Positions. In addition, all Elected and Appointed officials and designated employees shall be required to take all training mandated by law, including AB 1234 training and AB 1661 training.
2. The provisions of this Code of Conduct express standards of ethical conduct expected for City officials and employees. As an expression of such standards, the provisions of this Code are intended to be self-enforcing for the most part. City officials and employees themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It will be most effective when City officials and employees are thoroughly familiar with the expressed standards and embrace them.

3. Following its adoption, the City Clerk shall provide all current Elected and Appointed Officials with a copy of the newly adopted Code of Conduct and all current Elected and Appointed Officials will be asked to sign a statement acknowledging they have read and understand the Code of Conduct. The City Clerk shall provide a copy of the Code of Conduct to candidates for Mayor, City Council, and applicants to Commissions, Committee, and Boards. The City Clerk shall provide a copy of the Code of Conduct to all Elected and Appointed Officials upon entering office and all individuals in Covered Positions will be asked to sign a statement (example below) acknowledging they have read and understand the Code of Conduct.

Example:

I affirm that I have read and understand the City of Costa Mesa Code of Conduct for Elected and Appointed Officials, and covered City Employees.

Name: _____ Position: _____

Signature: _____ Date: _____

D. COMPLIANCE AND ENFORCEMENT

Elected and Appointed officials themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of commissions, committees and boards and the Mayor have the additional responsibility to intervene when Elected and Appointed officials' actions appear to be in violation of the Code of Conduct or when these actions are brought to their attention.

1. A violation of the provisions of this Code of Conduct shall not be considered and shall not constitute a basis for challenging the validity of any decision by the City Council or any other body or agency of the City.
2. All suspected violations of this Code that also pertain to provisions of the Political Reform Act (California Government Code section 81000, et seq.) should be reported to the Fair Political Practices Commission of the State of California.
3. All suspected violations of this Code that may independently constitute criminal offenses, including those outside of the purview of the Fair Political Practices Commission, should be reported to the Office of the Orange County District Attorney.
4. Except as otherwise expressly provided by State law, the following shall constitute the exclusive means and procedures of enforcing the provisions of this Code:
 - a. Alleged violations committed by the Mayor, a member of the City Council or a member of a City commission should be reported in writing to the City Attorney. Upon receipt of the report, the City Attorney shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation and endeavoring to avoid future violations in the event one has occurred.

- b. Alleged violations committed by someone in a Covered Position should be reported in writing to the City Manager or his/her designee. Upon receipt of the report, the City Manager, or his/her designee, shall commence an investigation to determine whether the alleged violation is substantiated. The City Manager, or his/her designee, shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation. In the event the City Manager, or his/her designee, determines that a violation has occurred, the City Manager may take appropriate action in accordance with applicable City rules, regulations, and procedures related to employment and/or discipline.
 - c. In the event that the City Attorney or City Manager (or his or her designee) determines that a violation of this division has occurred, appropriate documentation should be prepared to memorialize the determination.
5. The City Council may impose sanctions on members of commissions, committees, and boards whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. In addition, the City Council may also act to remove members of commissions, committees and boards from office or position who violate the provisions of this Code.
6. The City Council may impose sanctions on Elected officials whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. Serious violations could lead to additional sanctions as deemed appropriate by the City Council. The definition of a "serious violation" is not set forth by law, but in determining the type of sanction to be considered or imposed, the following factors may be considered:
- a. Nature of the violation (*conflict of interest, financial disclosures, actions of harassment, abusive conduct, open process of Government, Brown Act, City ordinances and policies, failure to disclose campaign contributions when voting on an item to award an agreement/contract, etc.*)
 - b. Prior violations by the same individual
 - c. Other factors which bear upon the seriousness of the violation (*failure to comply with the laws of the United States of America, State of California, and the City of Costa Mesa in the performance of their public duties, etc.*)