



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda - Final Amended

Tuesday, January 20, 2026

6:00 PM

**City Council Chambers
77 Fair Drive**

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

Announcement:

Special Amended Agenda

**Council Member Buley will be attending the meeting remotely via Zoom Webinar from:
Mission Inn Hotel & Spa
3649 Mission Inn Ave.
Riverside, CA 92501**

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/85013769834?pwd=L02bFflvajdwcasOWvbCN4nHpwnbIN.1>

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

Enter Webinar ID: 850 1376 9834/ Password: 245263

- 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: 850 1376 9834/ Password: 245263

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].

**SPECIAL AMENDED MEETING OF THE CITY COUNCIL AND HOUSING
AUTHORITY**

JANUARY 20, 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:

1. Recognition of AYSO 40-Year Volunteer Anne McEligot

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 Gameros
2. Council Member Marr
3. Council Member Reynolds
4. Council Member Pettis
5. Council Member Buley
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 26-103 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](#) [26-104](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize 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** **25-614**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2746.

Attachments: [1. Summary Check Registration 11-20-2025](#)
[2. Summary Check Registration 11-24-2025](#)
[3. Summary Check Registration 12-2-2025](#)
[4. Summary Check Registration 12-11-2025](#)

4. **MINUTES** **26-105**

RECOMMENDATION:

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

Attachments: [1. 11-04-2025 Draft Minutes](#)
[2. 11-18-2025 Draft Minutes](#)
[3. 12-02-2025 Draft Minutes](#)

5. **ACCEPTANCE OF THE COSTA MESA POLICE DEPARTMENT FLOOR REPLACEMENT PROJECT, CITY PROJECT NO. 24-05** **25-622**

RECOMMENDATION:

Staff recommends the City Council:

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

Attachments: [1. Final Cost](#)

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. [INTRODUCTION AND FIRST READING BY TITLE ONLY OF AN 25-613 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](#)

RECOMMENDATION:

1. Find 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. The Planning Commission recommends the City Council adopt 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. Therefore, staff recommends the City Council introduce for first reading, by title only, Ordinance No. 2026-XX approving Code Amendment PCTY-25-0007, amending the Zoning Code sections pertaining to two-unit SLO projects; and
3. Staff recommends the City Council adopt a resolution establishing a fee for two-unit ministerial SLO projects and reaffirming the same fee for Urban Lot Split projects.

Attachments: [Agenda Report](#)

- [1. Draft Ordinance](#)
- [2. Ordinance strikethrough version](#)
- [3. Checklist](#)
- [4. Draft Fee Resolution](#)

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

RECOMMENDATION:

Staff recommends the City Council:

1. Receive public comment and consider the provisions of the draft ordinance.
2. Introduce and give first reading, waiving further reading, to 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](#)

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](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
2. Adopt plans, specifications, and working details for the Shalimar Park Improvement Project, City Project No. 25-06.
3. Reject the apparent low bid submitted by ACC & Engineering, LLC (ACC), 1130 North Kraemer Boulevard # I, Anaheim, California 92806 as non-responsive.
4. Reject the bid submitted by Earthscapes Landscape, Inc., 603 South Milliken Avenue, Unit J, Ontario, California 91761 as non-responsive.
5. Award 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 authorize a ten percent (10%) contingency in the amount of \$129,665 for unforeseen costs related to this project.
6. Authorize 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.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

Attachments: [1. ACC's Bid Rejection](#)
[2. Bid Summary](#)
[3. PWA](#)

2. [MEMORANDUM OF UNDERSTANDING WITH THE CITY OF IRVINE 25-620 FOR USE OF BEDS AT THE COSTA MESA BRIDGE SHELTER](#)

RECOMMENDATION:

Approve the Memorandum of Understanding with the City of Irvine for access to beds, as available, at the Costa Mesa Bridge Shelter.

Attachments: [1. Draft MOU](#)

3. [APPROPRIATION OF OPIOID SETTLEMENT FUNDS](#) [25-618](#)

RECOMMENDATION:

Authorize 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 25-606 \(PSCR-25-0001\) 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](#)

RECOMMENDATION:

Staff recommends City Council discuss the screening application and provide preliminary feedback to the staff and the applicant.

Attachments: [Agenda Report](#)

[1. Application Summary Sheet](#)

[2. Applicant Letter](#)

[3. Project Plans](#)

[4. Tentative Tract Map](#)

5. COMPENSATION, CLASSIFICATION AND STAFFING UPDATES AND 25-602 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

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMCEA (Attachment 1); and
2. Approve and adopt Resolutions Number 2026-xx 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 (Attachment 2); and
3. Approve and adopt Resolution Number 2026-XX 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 (Attachment 3); and
4. Approve and adopt Resolution Number 2026-XX updating benefits information for the Confidential Management Unit (Attachment 4); and
5. Approve and adopt Resolution Number 2026-XX revising benefits information for the Confidential Unit (Attachment 5); and
6. Approve and adopt Resolution Number 2026-XX revising pay ranges for City Manager, Police Chief, Fire Chief, Deputy Police Chief and Assistant Fire Chief and benefits information for Executive Employees (Attachment 6); and
7. Approve and adopt Resolution Number 2026-XX revising pay ranges for Video Production Aide and Reserve Public Safety Dispatcher and updating benefits information for Part Time employees (Attachment 7); and
8. Approve and adopt Resolution Number 2026-XX revising pay ranges for Police Recruits (Attachment 8); and
9. Authorize and approve staffing for following full-time position: Office Specialist II (Confidential) in the City Clerk's Division of the City Manager's Department; and
10. Authorize the City Manager and members of the City's Negotiation Team

to execute the MOU.

- Attachments:** [1. CMCEA MOU](#)
[2. CMCEA Resolution](#)
[3. CMDMA Resolution](#)
[4. CMU Resolution](#)
[5. CONF Salary Resolution](#)
[6. Exec Resolution](#)
[7. PT Resolution](#)
[8. Police Recruit Resolution](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-103

Meeting Date: 1/20/2026

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 #: 26-104

Meeting Date: 1/20/2026

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-614

Meeting Date: 1/20/2026

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. 2746.

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. 25-24 On Cycle for \$4,038,215.22 and No. 25-25 On Cycle for \$4,273,156.83, and City operating expenses for \$5,928,914.74.

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021071	11/19/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
021072	11/19/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
021073	11/19/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
021074	11/19/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

(400.00)
49,687.33
1,258,705.04
1,227.71
301,639.27
239,401.31
0.00
\$ 1,850,260.66

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021070	11/19/25	P	US Bank	0000002228	301,639.27
<i>Line Description:</i> Office Window Coverings					
Timeclock Machine					
Ribbon Cartridge for Timeclock					
Health Fair					
Credit-Oral Board Meals					
Oral Board Meals/Refreshments					
Meet & Greet					
Fire Recruitment					
Hispanic Heritage Event					
Oral Board					
Catering Supplies					
Sides for CC Meeting					
Globe Deli CC Meeting					
Soda Chips CC Meeting					
City Council Meeting Dinner					
Beverage Restock CC Meetings					
Catering and Office Supplies					
24 Carrots CD Liaison Meeting					
Beverages for CD Lisison Meeti					
Pitfire Pizza Townhall Meeting					
Dell Power Supply					
Laptop Stand					
AC/DC Adapter					
Returned Decaf Coffee					
Chair Floor Mat					
Air Purifier Filters					
Laserjet Toner Cartridges					
Norton,GoDaddy Subscription					
Misc Small Tools (Chargers,Wir					
Zoom Monthly Fee					
Waitwhile Oct 25 Monthly Fee					
Supp-Wkshps/Meetings					
Lunch-CAD/RMS Meeting					
Dry Cleaning-Tablecloths					
Lunch-Dept Team Bldg Event					
Food/Supp-ITSP Wkshp/CAD/RMS M					
Monthly Sub					

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description:		
			Prime Subscription		
			Monthly NHS Team Meeting		
			Picture Frames for Awards		
			Conference Registration CM		
			Office Drawer Sliders for CM		
			City District Liaison Meeting		
			Stae of School Beakfast Event		
			State of the School Breakfast		
			Business Meeting Meal Mayor MP		
			Conference Registration Broc C		
			Parking for CalCities Conf		
			Monthly Subs		
			Annual Subs for CST		
			Office Supplies		
			Food-Public Meeting		
			Audible Book-Pro Dev		
			Lunch Meeting ICM ACM Park Dir		
			Registration ACM-CitiPac Denim		
			Office Supplies		
			Snoopy House Supplies		
			Community Garden Event Supp		
			Dinner-PACS-Commission		
			Access Wicked Dance Purchase		
			Scarecrow Festival Purchases		
			Reconnection Outreach Client		
			BHBH Reconnection BHBH-Client		
			Shelter Bathroom:Interlocking		
			Small Tools-Fencing		
			Office Equipment		
			Supplies-Chair Exercise		
			Refreshment-Halloween Bash		
			Supplies-LEAP Trick or Treat		
			Monthly-Spotify,Amazon,Cricut		
			Monthly Subs		
			Coffee Supplies for CMO		
			Tablecloth Dry Cleaning Srvs		
			Tablecloths for NHS Townhall		
			Refreshments for Writing Work		
			NHS Town Hall Refreshments Sup		

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>		
			Props for Hispanic Heritage Ce		
			Refreshments for Writing Works		
			Supplies for Hispanic Heritage		
			Rec Equip-ROCKS		
			Office Supp-ROCKS		
			Promo Items-ROCKS		
			Arts&Crafts Supp-ROCKS		
			Native Seed Mix		
			Rec Equip-LEAP		
			Art&Craft Supp-LEAP		
			Annual Subs		
			Subs Credit		
			Monthly Subs		
			Annual App Subs		
			Cable Central Srvs		
			Computer Table Central Srvs		
			Food-Health Fair Expo Vendors		
			Food-Monthly Veterans Social G		
			Snacks/Drinks/Supp-Health Fair		
			Office Equip-BCC		
			Office Supp-ROCKS		
			Office Supp-Fields		
			Office Equip-Fields		
			Office Supplies		
			iCloud Membership		
			Rideshaer for Client		
			Rideshare for Client		
			Birth Certificate Shelter-Clie		
			Rec Equip-Day Camp		
			Rec Equip-Mobile Rec		
			Excursion Dep-Day Camp		
			Rec Equip-Youth Sports		
			Office Supp-Youth Sports		
			Arts&Crafts Supp-Day Camp		
			Arts&Crafts Supp-Mobile Rec		
			Soil		
			Signs		
			Plaque for a Historic Home		
			Monthly Online Subs Advanced		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
			Ticket for Economic Forecast		
			Neighborhoods Where We All Bel		
			Event Supp-Scarecrow		
			Event Supp-ARTventure		
			Event Supp-Exhibition		
			Consulting-Poet Laureate		
			Event Supp-ARTventure Awards		
			Digital Measuring Wheels Tape		
			9 Breast Cancer Awareness Pins		
			Office Door Sign Community Imp		
			Utility-Glove Work Gloves Dail		
			Cannabis Cloud Base Storage		
			Cannabis Software Application		
			Planning Commision Business Me		
			Red Fire Hats		
			Pink Fire Hats		
			Jr. Firefighter Sticker Badges		
			Candy-Tabling		
			Temp Sensor-NHCC		
			Snacks-Teen Center		
			Office Supp-Teen Center		
			Rec Equip-Spooktacular Event		
			Spooktacular-Goodie Bag Supp		
			Summer Camp Excursion-Parking		
			Decor/Supp/Candy-Sooktacular E		
			Kitchen Equipment		
			Supp-Knitting Class		
			Supp-Halloween Bash		
			Supp-Health Fair Expo		
			Supp-Thanksgiving Lunch		
			Refund-Supp-Halloween Bash		
			Refreshment-Halloween Lunch		
			CPRS-Agency/Saff Membrshp		
			Commercial License Testing		
			Office Supplies		
			Canva Annual Subscription		
			Scarecrow Festival-Food Supp		
			Scarecrow Festival Event-Decor		
			Tools		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Rec Equipment			
			Office Supplies			
			Rec Equip-Pickleball Courts			
			Rec Equip-Scarecrow Festival			
			Disputed Item-Filed with USBnk			
			Hotel CalPERS Edu Forum			
			Registration Carol Molina			
			Monthly Charge for Council			
			Registration Perter Diminich			
			Working Lunch			
			Canceled Order			
			Office Supplies			
			Office Equipment			
			Membership Renewal			
			25 Government Tax Seminar			
			Conf Reg 25 Municipal Finance			
			Certificate of Achievement Rev			
			Event Registration League of C			
			Event Registration OC Ch Meeti			
			Barktober Fest Supp			
			Mesa Water			
			Supplies			
			Zebra Printer Mounts			
			Water			
			Dept Conf-Call Line			
			Water and Gatorade Sta 4			
			Water and-Gatorade Sta 6			
			State of School Breakfast			
			Team Building Resource			
			Dog Food			
			E-Collar (Cone)			
			Hotel Stay Rescue Task Force L			
			Registration Fee Dec Conf			
			Lodging Refund-3 OFCs			
			Lodging-Tactical Med-2 OFCs			
			Lodging-Fingerprint OFC-1 OFC			
			Tuition-Complacency/CritDec-1			
			Tuition-Fire As Weapon-2 OFCs			
			Tuition-Public Dispatch-1 OFC			

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>		
			Tuition-How2Valid Rights-1 OFC		
			Tuition-Title15/Use Force-3 CO		
			Tuition-Traffic Collision-1 OF		
			Tuition-Training Symposium-1 O		
			CALJAC Conf Reg x4		
			Coffee/Snacks EMS Class		
			Public Safety Item		
			CA Peace OFC Membrshp Annual		
			Lodging-Sexual Assault Inv-1 O		
			Tuition-Interview/Interrogate1		
			Tuition-Training Symposium-2 O		
			Fence Post Zip Ties		
			Tuition-Mental Health-4 OFCs		
			Tuition-1st Response to C-2 OF		
			Tuition-Dignitary Security-2 O		
			Registration for Conf		
			Coffee Command Staff Meeting		
			New Tower Sign Painting		
			Uniform-Recruit Dababneh		
			CSI Palm Print Train Food		
			Sworn Test Phys Agil/Intrvw		
			Hosted Training Supp-Palm Prnt		
			Sworn Test Interview Pnl Lunch		
			Luggage Fees		
			Tray Dividers-Cargo Area		
			Water-Meeting		
			Refund-Food Team Bldg Wkshp		
			Refreshments-Team Bldg Wkshp		
			Tissue Paper-Employee Apprecia		
			CA Peace OFC Membrshp Annual		
			Shelves/Accessories-Drone Rm		
			SWAT Pins		
			WJC Parking		
			SWAT Training Supp		
			Promo Items		
			Coffee With A Cop		
			Candies-Heritage/Halloween		
			Heritage/Other Events Supp		
			Apple Watch Necklace Adapter-P		

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>		
			Command Strips-Hang on Walls		
			ReplacedToaster Oven-Breakroom		
			Radio Antenna		
			Kitchen Supplies Sta 4		
			Kitchen Supplies-Sta 4		
			File Sharing Membership		
			Glass White Board Sta 3		
			Stand Up Desk Lora Ross		
			Computer Bag Nikki Johnson		
			Graphic Program-Annual Prog		
			Sta 1 Washing Machine Repair		
			Department Holiday/Christmas C		
			Emergency Repair Fitness Equip		
			Mat to Stand on Kristin Lora S		
			Mischarged Prime Subscription		
			Apple Subs:iCloud,InShot;CapCt		
			State of School Brkfst Tix-LaP		
			File-Cabinet-EOC		
			17 Desk Protectors-EOC		
			21 Desk Protectors-EOC		
			Air Travel-IAEM-Conference		
			Cal Fire-Chiefs Conference Reg		
			Auto Parts/Supp		
			Office Supplies		
			Chargers-Flashlights		
			CH A/C Cntrls Modem		
			City Yard Boot Cleaner		
			CH Trunk Interface-HVAC-Cntrls		
			Office Supplies		
			Business Meetings		
			Registration EB CEAOC		
			ITE Renewal Fee-R Nikoui		
			Registrations OCTECITE/EBCEAOC		
			Business Meeting		
			Businessss Meetings		
			TripGen12-License/Print Ed-ITE		
			ECM Blower Motor		
			CEAOC Meeting Dep Dir		
			Arborist Membrshp-A Lopez		

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>	Cert Arborist App-A Lopez		
			Dupe Charge Credit-Mbrshp Due		
			CA Dept Pesticide License App		
			CNG-Unit 342		
			Trailer Light Adapter		
					TOTAL \$301,639.27

SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021075	11/21/25	P	Andrew Hoang	0000030995	20.00
			Line Description: CALBO Trmg Parkng Exp Reimb		
021076	11/21/25	P	Anthony Melendez	0000026153	798.58
			Line Description: College Tuition Reimb9/1-10/26		
021077	11/21/25	P	CDW Government Inc	0000005402	1,846.35
			Line Description: ADDITIONAL LICENSES		
021078	11/21/25	P	Cathleen Serrano	0000030811	1,082.92
			Line Description: CalPERS Conf		
021079	11/21/25	P	Corey Brean	0000024845	250.00
			Line Description: Paramedic License Recert		
021080	11/21/25	P	Costa Mesa Employees Association	0000006284	4,590.71
			Line Description: Paryroll Deduction 25-24		
021081	11/21/25	P	Costa Mesa Executive Club	0000006286	350.00
			Line Description: Paryroll Deduction 25-24		
021082	11/21/25	P	Costa Mesa Firefighters Association	0000001812	9,119.50
			Line Description: Paryroll Deduction 25-24		
021083	11/21/25	P	Costa Mesa Police Association	0000001819	7,380.00
			Line Description: Paryroll Deduction 25-24		
021084	11/21/25	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Paryroll Deduction 25-24		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021085	11/21/25	P	Daniel Inloes	0000023442	200.00
			Line Description: Economic Forecast Conf		
021086	11/21/25	P	Enterprise Rent A Car	0000002131	1,509.89
			Line Description: Undercover Car Rental		
021087	11/21/25	P	Kevin Bendezu	0000031450	116.40
			Line Description: Drug Recognition		
021088	11/21/25	P	Mercy House	0000003138	193,345.58
			Line Description: CMBS Operations Sep 2025		
021089	11/21/25	P	Philip Garrett	0000029814	278.00
			Line Description: School Resource Officer		
021090	11/21/25	P	Ramin Nikoui	0000029755	138.60
			Line Description: ITC CA Conf Mileage Exp		
021091	11/21/25	P	Reena Leffingwell	0000021326	664.23
			Line Description: NRTCCA Conf		
021092	11/21/25	P	Saul Ocampo	0000031291	134.88
			Line Description: Drug Abuse Recongnition		
021093	11/21/25	P	Sheila Larsen	0000029680	20.00
			Line Description: CALBO Trng Mileage Exp Reimb		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021094	11/21/25	P	Silvia Kennerson	0000009041	701.48
Line Description: MMASC Conf					
021095	11/21/25	P	Waqas Khan	0000026162	20.00
Line Description: CALBO Trng Mileage Exp Reimb					
021096	11/21/25	P	Richard Lippincott	0000027736	16,519.19
Line Description: Adv Disability 8/28-11/30/25					
TOTAL					\$239,401.31

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0255930	11/18/2025	V	Monica Loss Dos Santos	0000031006	10/09/25	(400.00)
<i>Line Description:</i> Incorrect address. Payment is lost. Void & re-issue.						
TOTAL						(\$400.00)

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256500	11/14/25	P	Hardin Honda	0000031620	34,223.40
			Line Description: 2026 Honda CRV EX-Unit #735		
0256501	11/14/25	P	Dispensing Technology Corporation	0000002008	2,613.26
			Line Description: Cold Patch Asphalt		
0256502	11/14/25	P	Jams Inc	0000027198	12,850.67
			Line Description: Mediation-Insight Psychology Mediation-Harrison		
TOTAL					\$49,687.33

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256503	11/21/25	P	Admin Sure Inc	0000021568	17,653.00
			Line Description: Workers Comp Admin Dec 25		
0256504	11/21/25	P	Advantage Color Graphics	0000025397	20,553.22
			Line Description: Spotlight Print-Winter 2025		
0256505	11/21/25	P	Arthur J Gallagher Risk Management Svc	0000022226	34,368.00
			Line Description: 7/1/24-6/30/25 Final Audit		
0256506	11/21/25	P	Bracken's Kitchen Inc	0000029468	19,314.47
			Line Description: Shelter Meal 10/20-11/2/25		
0256507	11/21/25	P	CALIBA INC	0000030848	230,089.95
			Line Description: Retention Proj #23-04 FS#4 Trng Fac Proj#23-04		
0256508	11/21/25	P	Canon Financial Services Inc	0000023241	17,256.96
			Line Description: Copier Maint-Oct 2025 Copier Lease-Nov 2025 Copier Maint-Sep 2025 Copier Lease-Sep 2025 Copier Maint-Jun 2025 Copier Lease-Jul 2025		
0256509	11/21/25	P	Charter Communications	0000011202	24,369.87
			Line Description: 237938801-NHCC Network Svs 237940101-NHCC Public WiFi 240159901-DRC Internet Svs 244133301-BCC Internet Svs 237940001-CH Hub Network Svs 237926201-City Hall Video Svs 237926701-City Hall Video Svs		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 237927001-Fire Sta #6 Network		
			237927101-Parks Admin Network		
			237930101-City Hall Video Svs		
			237939101-Fire Sta #1 Network		
			237939301-Fire Sta #2 Network		
			237939401-Fire Sta #3 Network		
			237940301-Library Public WiFi		
			237940501-Fire Sta #4 Network		
			237926401-City Hall Public WiF		
			237926601-Senior Center Intern		
			237926801-City Hall Network/Vi		
			237939201-DRC Network Svs		
			237927601-BCC Network Svs		
			237925901-PD Public WiFi		
			237929301-PD Video Svs		
			237926501-PD Video Svs		
			237927801-		
			237927201-Senior Center Networ		
			Transfer Bal from Acct#2568069		
			256806901-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		
			237939501-SCP Substation Netwo		
			237939001-Parks @-Corp Yard Pu		
			237938901-Bridge Shelter Video		
			237938701-Bridge Shelter Publi		
			237938601-CH Basement Internet		
			237927301-West Side Substation		
			237927401-Corp Yard Network Sv		
0256510	11/21/25	P	Dudek	0000011416	105,538.69
			Line Description: Consult Svs Rezone8/23-9/26/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256511	11/21/25	P	Ford Fleet Care	0000026262	19,085.80
			Line Description: Car Repair-Oct 2025		
0256512	11/21/25	P	LINA	0000015623	37,738.84
			Line Description: LTD Ins Prem Nov 2025		
			Retiree Life Nov 2025		
			NYL Admin Fee Oct 25		
			Active Life/AD&D Nov 2025		
			Voluntary Life Nov 2025		
0256513	11/21/25	P	Newport Mesa Unified School District	0000003339	109,619.12
			Line Description: Developers Fee-Oct 2025		
0256514	11/21/25	P	OakWest Services Inc	0000029497	111,519.94
			Line Description: Wall Repair Proj#25-08/#350031		
			Retention Proj #25-08/#350031		
0256515	11/21/25	P	Pinnacle Petroleum, Inc	0000029315	50,153.35
			Line Description: PO Unleaded Fuel Tank #7		
			CY Unleaded Fuel Tanks 3&4		
0256516	11/21/25	P	Prestige Paving Company Inc.	0000031571	128,718.26
			Line Description: PD Prkng Lot Reconf Prog#25-09		
			Retention Prog #25-09/#210016		
0256517	11/21/25	P	State Water Resources Control Board	0000006849	45,494.00
			Line Description: MS4 Permit Fee 7/1/25-6/30/26		
0256518	11/21/25	P	Vigilant LLC	0000024878	24,000.00
			Line Description: CYBERDNA ALERTING & SUBSCRIPTI		

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>
0256519	11/21/25	P	Z&K Consultants, Inc	0000029416	27,392.86
			<i>Line Description:</i> On-Call Engineering Staff Supp On-Call Engineering Staff Supp		
0256520	11/21/25	P	4Leaf Inc	0000029711	610.51
			<i>Line Description:</i> Plan Check Svc-Sep 2025		
0256521	11/21/25	P	AFH Casa Paloma LP	0000031565	266.00
			<i>Line Description:</i> Rental Assistance-Christina		
0256522	11/21/25	P	ASSA ABLOY Entrance Systems US Inc	0000021745	10,220.70
			<i>Line Description:</i> ADA Auto Door Maint/Repair ADA Automatic Door Maint/Repai ADA Auto Dr Maint/Repair		
0256523	11/21/25	P	AT & T	0000001107	3,578.15
			<i>Line Description:</i> TeWinkle Park PD Emergency Line DID Trunk Line Outgoing Trunk Line Estancia Park Wakeham Park Smallwood Park Cool Line for PD 800 Mhz Radio Link IT Computer Room DRC Alarm		
0256524	11/21/25	P	Air Exchange Inc	0000024177	4,902.85
			<i>Line Description:</i> Rapair/Travel Tansmitter/Flange Balance locking Cables SBT Grabber		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Battery & Rails		
0256525	11/21/25	P	All American Asphalt	0000000971	854.02
			Line Description: Asphalt for filing potholes		
			Asphalt for filing potholes		
			Asphalt for filing potholes		
			Asphalt for filing potholes		
			Asphalt for filing potholes		
0256526	11/21/25	P	Allstar Fire Equipment Inc	0000000986	313.39
			Line Description: Leather Shields		
0256527	11/21/25	P	Architerra Design Group	0000030581	5,887.50
			Line Description: Ketchum/Libolt Pk Extensn		
0256528	11/21/25	P	Ardent Ergonomics	0000030359	613.32
			Line Description: Eronomic Evaluation		
0256529	11/21/25	P	Artesia Sawdust Products	0000019004	4,141.88
			Line Description: Wood Fiber for Pinley Park, Gi		
0256530	11/21/25	P	BCS Consultants	0000029856	2,000.00
			Line Description: Security Cameras-Shalimar Pk		
0256531	11/21/25	P	Berla Corp	0000031041	4,250.00
			Line Description: Renewal of Forensic Vehicle iV		
0256532	11/21/25	P	Bernard King	0000031254	370.00
			Line Description: Rental Assistance-Evergreen		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256533	11/21/25	P	Bound Tree Medical LLC	0000011695	143.91
			Line Description: EMS Supplies		
0256534	11/21/25	P	CBE	0000015149	666.93
			Line Description: Copier Maint 8/5-9/4/25		
			Copier Maint 7/5-8/4/25		
			Copier Maint 6/5-7/4/25		
			Copier Maint 9/5-10/4/25		
			Copier Maint 10/5-11/4/25		
			Copier Maint 9/20-10/19/25		
			Copier Maint 10/5-11/4/25		
			Copier Maint 6/20-7/19/25		
			Copier Maint 7/20-8/19/25		
			Copier Maint 8/20-9/19/25		
0256535	11/21/25	P	Carahsoft Technology Corporation	0000026738	1,490.00
			Line Description: SOLARWINDS DAMEWARE MINI REMOT		
0256536	11/21/25	P	CentralSquare Technologies LLC	0000028721	4,516.44
			Line Description: SECURE ALARM PROTOCOL INTERFAC		
0256537	11/21/25	P	City of Huntington Beach	0000002599	1,079.50
			Line Description: Helicopter Svc-Sep 2025		
0256538	11/21/25	P	Commercial Interior Resources	0000031200	11,198.01
			Line Description: Retention Proj #24-05		
			PD Floor Proj #24-05/#200017		
0256539	11/21/25	P	Compressed Air Specialties Inc	0000020784	350.00
			Line Description: Labor		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256540	11/21/25	P	Consolidated Office Systems	0000018680	5,628.88
			Line Description: Replacement Chairs		
0256541	11/21/25	P	Continental Interpreting Services Inc	0000024355	1,300.00
			Line Description: Interpreter Svc10/21/25		
0256542	11/21/25	P	Costa Mesa Chamber of Commerce	0000004963	4,185.00
			Line Description: CC Mbrshp 7/1-10/31/25		
0256543	11/21/25	P	Costa Mesa Lock & Key	0000001817	583.37
			Line Description: 2nd FI Stairwell Dr Lock Replc Trash Receptacles Key Duplicat		
0256544	11/21/25	P	County of Orange	0000003486	740.00
			Line Description: Trffc Sigl Maint Jul 24-Jun 25		
0256545	11/21/25	P	DKS Associates	0000024769	14,158.75
			Line Description: TS Design Fairview/Belfast TS Design Fairview/Belfast-Aug		
0256546	11/21/25	P	Davis Farr LLP	0000023871	10,000.00
			Line Description: FY 2023-24 Audit		
0256547	11/21/25	P	Eyep Solutions Inc	0000031465	4,149.10
			Line Description: Traffic Signal CCTV Camera		
0256548	11/21/25	P	Fed Ex	0000002190	18.56
			Line Description: Ground Delivery		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256549	11/21/25	P	First Choice Service	0000023961	2,154.45
		<i>Line Description:</i>	Coffee & Water Svc-10/2/25 Coffee & Water Svc-10/16/25 Coffee & Water Svc-10/22/25		
0256550	11/21/25	P	Forensic Nurse Specialists Inc	0000014039	5,800.00
		<i>Line Description:</i>	Victim Physical-Oct 2025		
0256551	11/21/25	P	Fuel Pros Inc	0000026476	750.00
		<i>Line Description:</i>	FS#6 DO Inspectn-Nov 2025 FS #2 DO Inapctn-Nov 25 CY DO Inspctn-Nov 25		
0256552	11/21/25	P	G3 Quality, Inc.	0000030076	1,527.86
		<i>Line Description:</i>	S Coast Block Wall-8/31/25		
0256553	11/21/25	P	Galls LLC	0000002297	747.16
		<i>Line Description:</i>	Code Enforcement Uniform Code Enforcement Uniform Uniform-Ortiz		
0256554	11/21/25	P	Grainger	0000002393	181.96
		<i>Line Description:</i>	Hardware - Facilities		
0256555	11/21/25	P	Hinderliter De Llamas & Associates	0000002537	10,000.00
		<i>Line Description:</i>	Cannabis Audit Svc-Sep 2025		
0256556	11/21/25	P	Hoag Memorial Hospital Presbyterian	0000002546	40.10
		<i>Line Description:</i>	EMS Supplies		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256557	11/21/25	P	Interwest Consulting Group Inc	0000021505	7,586.35
			Line Description: Adams Pinecreek + Proj Sep 25		
0256558	11/21/25	P	Irv Seaver Motorcycles	0000010272	7.24
			Line Description: Clips		
0256559	11/21/25	P	JC Motors	0000020143	2,539.28
			Line Description: Warehouse Stock		
0256560	11/21/25	P	JFK Transportation Co., Inc.	0000030141	1,249.02
			Line Description: Transportation-UCLA Game		
0256561	11/21/25	P	James Snordan	0000029974	70.00
			Line Description: Basketball Referee 11/12/25		
0256562	11/21/25	P	Knorr Systems Inc	0000005036	1,088.06
			Line Description: DRC Pool Chemical		
			DRC Pool Chemical		
0256563	11/21/25	P	LN Curtis & Sons	0000002983	992.31
			Line Description: Firefighter Belts		
			Firefighter Shirts		
			Firefighter Pants		
			Firefighter Expansion Strap		
0256564	11/21/25	P	Lehr Auto	0000014732	2,657.17
			Line Description: Console Mounted Height Adjusta		
			Whelen Remote siren & Control		
0256565	11/21/25	P	Long Beach BMW	0000015745	2,057.38

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 628-Drive Shaft Clutch & Tire		
0256566	11/21/25	P	Loomis	0000019082	386.52
			<i>Line Description:</i> ARMORED CAR SERVICES-Oct 25		
0256567	11/21/25	P	Los Angeles Times	0000003000	8,012.82
			<i>Line Description:</i> Public Notices-Oct 2025 City Prog #25-25 ClassifiedNIB Legal Publications		
0256568	11/21/25	P	Media Control Systems LLC	0000014983	1,600.00
			<i>Line Description:</i> ANNUAL SOFTWARE MAINTENANCE		
0256569	11/21/25	P	Merrimac Energy Group	0000021566	4,734.44
			<i>Line Description:</i> FS 3 Fuel Tank Rental FS #3 Diesel Fuel Tank 13		
0256570	11/21/25	P	Mesa Smog	0000020735	100.00
			<i>Line Description:</i> 744 Smog 751-Smog		
0256571	11/21/25	P	MetLife Legal Plans Inc	0000014707	5,263.50
			<i>Line Description:</i> MetLife Legal Premium Nov 25		
0256572	11/21/25	P	Monica Loss Dos Santos	0000031006	400.00
			<i>Line Description:</i> ArtVenture Award ArtVenture Award		
0256573	11/21/25	P	NMAI LLC	0000029198	3,536.00
			<i>Line Description:</i> Annual Inspections		

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>
0256574	11/21/25	P	Napa Auto & Truck Parts	0000012968	7,302.92
			<i>Line Description:</i> Parts-Oct 2025		
0256575	11/21/25	P	NeWave Construction Inc	0000024108	4,000.00
			<i>Line Description:</i> PD Sign Install Proj #25-18		
0256576	11/21/25	P	OCY Management LLC	0000031370	15.96
			<i>Line Description:</i> Sr Ride Prog-Sep 2025		
0256577	11/21/25	P	Occu Med	0000003388	4,628.36
			<i>Line Description:</i> Pre-Employment Medical-Sep 25		
0256578	11/21/25	P	Office Depot	0000003394	6,150.19
			<i>Line Description:</i> Office Supplies-PD		
			Office Supplies-Fire		
			Office Supplies-Transportation		
			Office Supplies-PD CSI		
			Office Supplies-Dev Wgd		
			Office Supplies-Finance		
			Office Supplies-Sr Cntr		
			Office Supplies-PD Admin		
			Office Supplies-Cntrl Svc		
			Office Supplies-PD Admind		
			Office Supplies-Rec Admin		
			Office Supplies-City Clerk		
			Office Supplies-Engineering		
			Office Supplies-City Mgr Admin		
0256579	11/21/25	P	Omari Smith	0000029906	70.00
			<i>Line Description:</i> Basketball Referee 11/12/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256580	11/21/25	P	Park Stanton Place	0000031385	500.00
			Line Description: Rental Assistance-Elman		
0256581	11/21/25	P	Park Stanton Place	0000031385	500.00
			Line Description: Rental Assistance-Flynn		
0256582	11/21/25	P	Parkhouse Tire Inc	0000003556	6,299.84
			Line Description: 361-Tires		
0256583	11/21/25	P	Primo Brands	0000031368	175.40
			Line Description: WATER DELIVERY SVC11/5-11/4/25		
0256584	11/21/25	P	Sea Wind Properties LLC	0000031641	500.00
			Line Description: Rental Assistance-D Brown		
0256585	11/21/25	P	Signature Auto Glass Inc	0000031458	414.51
			Line Description: Windshield-Unit #507		
0256586	11/21/25	P	Signature Glass Tinting Inc	0000031085	860.00
			Line Description: 729-Window Tint		
			572-Window Tint		
			307-Window Tint		
0256587	11/21/25	P	SiteOne Landscape Supply LLC	0000024133	546.38
			Line Description: Field Conditioner		
0256588	11/21/25	P	So Cal First Aid & Safety	0000026397	248.63
			Line Description: First Aid Supplies		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256589	11/21/25	P	Southern California Edison Company	0000004088	1,021.87
		<i>Line Description:</i>	410 Merrimac A 10/10-11/9/25 410 Merrimac B 10/10-11/9/25 308 University 10/13-11/11/25 Medians Oct 25 401 Broadway 10/15-11/13/25 199 Broadway 10/15-11/13/25 3190 Red Hill 10/9-11/6/25 1256 Adams 10/10-11/9/25 2944 Bristol 10/15-11/13/25 2612 Harbor 10/15-11/13/25 3191 Red Hill 10/9-11/6/25 360 Ogle 10/10-11/9/25		
0256590	11/21/25	P	Southern California Gas Company	0000004092	697.69
		<i>Line Description:</i>	3175 Airway 10/9-11/10/25		
0256591	11/21/25	P	Southwest Lift & Equipment Inc	0000025759	180.00
		<i>Line Description:</i>	Annual Shop Hoist Inspection -		
0256592	11/21/25	P	Spectrum Gas Products	0000012653	956.28
		<i>Line Description:</i>	Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Cascade Oxygen Medical		
0256593	11/21/25	P	Staples Advantage	0000024532	7,213.10
		<i>Line Description:</i>	Office Supplies-Building Safet Office Supplies-City Clerk		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Office Supplies-Finance Office Supplies-Police Office Supplies-Dev Svs Office Supplies-HR Office Supplies-IT Office Supplies-NHS Office Supplies-Fire		
0256594	11/21/25	P	Terrell Thorogood	0000030424	70.00
			<i>Line Description:</i> Basketball Referee 11/12/25		
0256595	11/21/25	P	The Solis Group	0000030649	997.00
			<i>Line Description:</i> Citywide Prkng Maint-Sep 2025		
0256596	11/21/25	P	Turnout Maintenance Company LLC	0000020182	5,749.53
			<i>Line Description:</i> Turnout Maint Turnout Maint Turnout Maint Turnout Maint Turnout Maint Turnout Maint Turnout Maint Turnout Maint		
0256597	11/21/25	P	US Postal Service	0000004376	10,000.00
			<i>Line Description:</i> Prepaid Item-Postage Meter		
0256598	11/21/25	P	UniFirst Holdings Inc	0000030616	77.94
			<i>Line Description:</i> CMBS Walk Off Mats		
0256599	11/21/25	P	United Site Services of California Inc	0000015552	149.01
			<i>Line Description:</i> Portable Toilet Srvs 10/8-11/4 Portable Toilet Srvs 10/8-11/4		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256600	11/21/25	P	Verizon Wireless	0000008717	6,852.93
		Line Description:	WIRELESS PHONE 9/18-10/17/25 WIRELESS PHONE 9/18-10/17/25 PD Cellphone 9/16-10/15/25		
0256601	11/21/25	P	Ware Disposal Inc	0000000255	1,754.85
		Line Description:	Jmes St Refuse Nov 2025 CMBS November 2025		
0256602	11/21/25	P	West Coast Arborists Inc	0000004498	2,565.00
		Line Description:	Proj #24-03 Tree Maint Oct 25		
0256603	11/21/25	P	Wex Bank	0000014258	1,504.76
		Line Description:	Fuel 10/7-11/6/25		
0256604	11/21/25	P	Zoll Medical Corporation	0000021290	2,138.17
		Line Description:	Electrodes Electrodes Resqpod		
TOTAL					\$1,258,705.04

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256605	11/21/25	P	Pamela Lilly	0000025324	750.00
		Line Description: Paryroll Deduction 25-24			
0256606	11/21/25	P	State of California	0000001546	424.24
		Line Description: Paryroll Deduction 25-24			
0256607	11/21/25	P	State of California	0000001546	53.47
		Line Description: Paryroll Deduction 25-24			
TOTAL					\$1,227.71

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021097	11/25/25	P	Complex Appellate Litigation Group LLP	0000030056	46,533.60
		Line Description:	Legal-Ohio House, Insight Psy		
			Legal-Ohio House, Insight Psy		
TOTAL					\$46,533.60

46,533.60

19,668.65

272,128.30

729,683.48

\$ 1,068,014.03

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021098	11/28/25	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Dec 25		
021099	11/28/25	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Dec 25		
021100	11/28/25	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment Dec 25		
021101	11/28/25	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Dec 25		
021102	11/28/25	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Dec 25		
021103	11/28/25	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Dec 25		
021104	11/28/25	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Dec 25		
021105	11/28/25	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay Dec 25		
021106	11/28/25	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Dec 25		
021107	11/28/25	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payment Dec 25		

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021108	11/28/25	P	Kathleen Zuorski	0000025225	504.52
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
021109	11/28/25	P	Linda Boylan	0000023340	57.98
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
021110	11/28/25	P	Matthew J Collett	0000001720	856.58
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
021111	11/28/25	P	Paul A Cappuccilli	0000007705	1,214.50
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
021112	11/28/25	P	Phil Dickens	0000005801	511.76
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
021113	11/28/25	P	Richard J Johnson	0000005620	1,255.66
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
021114	11/28/25	P	Thomas J Lazar	0000002925	1,703.25
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
021115	11/28/25	P	William H Bechtel	0000001224	1,622.58
		<i>Line Description:</i> 1% Supplemental Pay Dec 25			
TOTAL					\$19,668.65

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021116	11/28/25	P	Adam Fischbacher	0000031646	162.60
			Line Description: Drug Abuse Recognition		
021117	11/28/25	P	Allison Tong	0000031647	175.00
			Line Description: CSMFO Application Fee		
021118	11/28/25	P	Antoinette Altomonte	0000030539	72.72
			Line Description: Tactical Dispatch Trng		
021119	11/28/25	P	Bunnath Phot	0000026146	40.00
			Line Description: Interview & Interrogation		
021120	11/28/25	P	CDW Government Inc	0000005402	1,186.09
			Line Description: HP Color Jet Pro Printer		
			SMart UPS		
			Belkin Cables		
021121	11/28/25	P	Christopher Jones	0000026593	387.00
			Line Description: Fr First Response to Convictio		
021122	11/28/25	P	Curen Devlin	0000031516	24.00
			Line Description: Standardized Field Sobriety Te		
021123	11/28/25	P	Enterprise Rent A Car	0000002131	7,497.02
			Line Description: Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021124	11/28/25	P	Gregory Gonzalez	0000031279	13.00
<i>Line Description:</i> Commercial Driver License A					
021125	11/28/25	P	Jones Mayer	0000014653	183,945.57
<i>Line Description:</i> #135611-IT					
#135614-May					
#135613-Leik					
#135619-Peper					
#135635-Wolfe					
#135597-Becker					
#135607-Harvey					
#135616-OKeefe					
#135627-Rivera					
#135631-Wilson					
#135640-Vargas					
#135643-Fierro					
#135644-Warren					
#135605-Finance					
#135608-Housing					
#135615-Mood #3					
#135639-Banegas					
#135620-Percival					
#135629-Schaefer					
#135595-Alexander					
#135606-Fire Dept					
#135626-Risk Mgnt					
#135628-Salehpour					
#135599-City Clerk					
#135617-Ohio House					
#135624-Public Svc					
#135625-Recreation					
#135622-Police Dept					
#135630-Veramancini					
#135634-440 RCVRSHP					
#135594-806 Towne St					
#135600-City Manager					
#135602-City Council					

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
			#135633-Joann/Canyon		
			#135637-966 Joann St		
			#135589-2162 Maple St		
			#135598-City Attorney		
			#135621-Planning Comm		
			#135632-1022 Bengonia		
			#135638-DAlessio 1983		
			#135592-544 Bernard St		
			#135596-Animal Control		
			#135623-PRA Assistance		
			#135593-599 W Wilson St		
			#135603-Development Svc		
			#135609-Human Resources		
			#135618-Park & Comm Svc		
			#135591-374 Woodland Ave		
			#135601-Code Enforcement		
			#135604-Farrell Harrison		
			#135612-Jamboree Housing		
			#135642-2130 Federal Ave		
			#135586-1095 Sea Bluff Dr		
			#135587-113 Clearbrook Ln		
			#135588-1858 Newport Blvd		
			#135590-2280 Newport Blvd		
			#135610-Insight Psychology		
			#135636-Loya Casulty/Smith		
			#135641-RDK Group Holdings		
021126	11/28/25	P	Justin Horner	0000017579	265.00
			<i>Line Description:</i> NAMES level 2 Instructor		
021127	11/28/25	P	Kevin Bendezu	0000031450	16.00
			<i>Line Description:</i> Adv Roadside Impaired Driving		
021128	11/28/25	P	Kevin Reddy	0000020597	486.00
			<i>Line Description:</i> Public Administration Ethics		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021129	11/28/25	P	Kristofer Moore	0000025526	301.00
			Line Description: CATO Trng Conf		
021130	11/28/25	P	Kyle Myszka	0000029190	1,500.00
			Line Description: Collet Tuition Fall 2025		
021131	11/28/25	P	MCCi LLC	0000031295	31,788.04
			Line Description: LF RIO USER (50-99) ECS GOLD PRIORITY LASERFICHE RIO IMPORT AGENT KEYED INTEGRATOR'S LICENSE-ENE ECS-LASERFICHE ENERGОВ INTEGRA LF RIO PUBLIC PORTAL FOR 1 LF		
021132	11/28/25	P	Matthew Grimmond	0000005711	32.00
			Line Description: Background Investigations		
021133	11/28/25	P	Max Ott	0000031289	16.00
			Line Description: Adv Roadside Impaired Driving		
021134	11/28/25	P	Michael Luu	0000026362	387.00
			Line Description: Fr 1st Reponse to Convictions		
021135	11/28/25	P	Mikaila Pacis	0000031110	150.40
			Line Description: Real Time Crime Centers		
021136	11/28/25	P	Monte Peters	0000022201	301.00
			Line Description: CATO Trng Conf		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021137	11/28/25	P	Nicholas Muck	0000031290	16.00
			Line Description: ADv Roadside Impaired Driving		
021138	11/28/25	P	Omar Amaya	0000027488	690.00
			Line Description: Company Officer 2E Company Officer 2C		
021139	11/28/25	P	Priceless Pet Rescue	0000026000	40,000.00
			Line Description: Shelter Adopt Svc Nov 25		
021140	11/28/25	P	Reed South	0000029891	301.00
			Line Description: CATO Trng Conf		
021141	11/28/25	P	Reena Leffingwell	0000021326	150.40
			Line Description: Real Time Crime Centers		
021142	11/28/25	P	Sally Ortiz	0000026155	40.00
			Line Description: Burglary Theft Receiving Stole		
021143	11/28/25	P	Saul Ocampo	0000031291	16.00
			Line Description: Adv Roadsid Impaired Driving		
021144	11/28/25	P	Scott Baker	0000029458	40.00
			Line Description: Burglary/Theft/Recv Stolen Pro		
021145	11/28/25	P	Shane Dean	0000029614	301.00
			Line Description: CATO Trng Conf		
021146	11/28/25	P	Stacy Teran	0000029964	316.06

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> New law Election Conf		
021147	11/28/25	P	Stephanie Selinske	0000011795	72.00
			<i>Line Description:</i> Background Investigations		
021148	11/28/25	P	Taylor Scavo	0000029682	450.00
			<i>Line Description:</i> Company Officer 2D		
021149	11/28/25	P	Yuliana Murillo Ceballos	0000031112	150.40
			<i>Line Description:</i> Real Time Crime Centers		
021150	11/28/25	P	Zachary Finkelstein	0000029123	840.00
			<i>Line Description:</i> Company Officer 2C		
			Company Officer 2B		
TOTAL					\$272,128.30

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256608	11/28/25	P	BPR, Inc.	0000030238	49,998.00
		Line Description:	Uplifted Sidewalk Grinding Svc		
0256609	11/28/25	P	Benefit Coordinators Corp	0000029594	43,565.50
		Line Description:	Delta Dental Ins Prem Dec 25 VSP Ins Prem Dec 25		
0256610	11/28/25	P	Chandler Asset Management	0000022081	18,539.93
		Line Description:	Invest Mgnt-Sep 2025 Investment Mgnt-Aug 2025 Investment Mgrnt-Julky 2025 Invest Mgnt-Oct 2025		
0256611	11/28/25	P	Community Catalyst	0000030590	23,400.00
		Line Description:	Consulting Svc-Sep 2025 Consulting Svc-Oct 2025		
0256612	11/28/25	P	DVDCreatvie	0000004828	22,885.00
		Line Description:	Citywide Park Assessment 9/30		
0256613	11/28/25	P	Dudek	0000011416	24,086.38
		Line Description:	CAAP 8/23-9/26/25		
0256614	11/28/25	P	Endemic Environmental Services Inc	0000021277	27,717.29
		Line Description:	FVP maint 10/16-10/30/25 Mesa Restroration9/19-10/24/25		
0256615	11/28/25	P	Everett Dorey LLP	0000026882	105,607.30
		Line Description:	Legal Svc-Insight Psychology Legal Svc-Insight Psychology Legal Svc-Insight Psychology		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256616	11/28/25	P	Executive Facilities Services Inc	0000029510	53,741.49
		<i>Line Description:</i>	Janitorial Services - All Pks		
			Janitorial Services - Fairview		
			Janitorial Services - Senior C		
			Janitorial Services - PD		
			Janitorial Services - BCC		
			Janitorial Services - DRC		
			Janitorial Services - NHCC		
			Janitorial Services - FS1-6		
			Janitorial Services - Bridge S		
			Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - PD Commu		
			Janitorial Services - Police S		
0256617	11/28/25	P	Hinderliter De Llamas & Associates	0000002537	24,000.00
		<i>Line Description:</i>	Cannabis Mgnt-Oct 2025		
			Cannabis Audit Svc-Oct 2025		
0256618	11/28/25	P	IGM Technology Corp	0000029367	28,512.00
		<i>Line Description:</i>	GRAVITY BUDGET SOFTWARE		
0256619	11/28/25	P	Moore Iacofano Goltsman Inc	0000016407	27,344.35
		<i>Line Description:</i>	FP Master Plan April 2025		
			FP Master Plan Update March 25		
			FP Master Plan Update Feb 25		
			FVP Mesa Restoration Feb 25		
			FVP Mesa Restoration March 25		
0256620	11/28/25	P	OCY Management LLC	0000031370	15,200.00
		<i>Line Description:</i>	Senior Mobility Prog Sept 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256621	11/28/25	P	Place Works Inc	0000023119	37,064.60
			Line Description: Bi Weekly Project Meetings		
0256622	11/28/25	P	WLC Architects Inc	0000023955	16,031.04
			Line Description: Eng Design		
0256623	11/28/25	P	Wittman Enterprises LLC	0000026639	19,113.00
			Line Description: Billing Svcs Oct 2025		
0256624	11/28/25	P	AT & T	0000001107	165.99
			Line Description: 911 Cama Trunks 11/14-12/13/25		
0256625	11/28/25	P	AT & T	0000001107	149.08
			Line Description: Internet-Fleet Svcs		
0256626	11/28/25	P	AVNI Enterprises Inc	0000030676	449.87
			Line Description: Parts for Fire Apparatus on an		
0256627	11/28/25	P	Affant Communication	0000013540	652.50
			Line Description: NETEXTENDER CONFIG		
0256628	11/28/25	P	All American Asphalt	0000000971	556.78
			Line Description: Asphalt for filing potholes & Asphalt for filing potholes & Asphalt for filing potholes &		
0256629	11/28/25	P	Angel Auto Spa LLC	0000027465	2,900.04
			Line Description: City Car Wash-Oct 2025 PD-Car Wash-Oct 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256630	11/28/25	P	Atkinson Andelson Loya Ruud & Romo	0000027289	9,725.64
			Line Description: General Legal-Oct 2025 Litigation Svc-Oct 2025		
0256631	11/28/25	P	Beginners Edge Sports Training LLC	0000027270	3,229.20
			Line Description: Fall 25 Instructor Payment		
0256632	11/28/25	P	Berlitz Languages Inc	0000029611	55.00
			Line Description: Bilingual Testing		
0256633	11/28/25	P	Brian Hillard Karate	0000030959	4,262.70
			Line Description: Fall 25 Instructor Payment Fall 25 Instructor Payment		
0256634	11/28/25	P	BrightView Landscape Services Inc	0000026055	6,719.38
			Line Description: Irrigation Repair-Oct 2025		
0256635	11/28/25	P	CSG Consultants Inc	0000001887	978.00
			Line Description: Fire Plan Check Svc-Oct 2025		
0256636	11/28/25	P	California Forensic Phlebotomy Inc	0000001500	9,043.00
			Line Description: Blood Draw Svc Oct 25		
0256637	11/28/25	P	Cintas Corporation #640	0000023262	306.29
			Line Description: CMBS Cleaning Supply-Oct 25		
0256638	11/28/25	P	Citygate Associates	0000012070	3,085.25
			Line Description: Consulting Svc		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256639	11/28/25	P	Cold Star Inc	0000030476	7,965.51
		Line Description:	SH Snow Slide Dep-12/14/25 SH Snow Slide Dep-12/13/25 SH Snow Slide Dep-12/11/25 SH Snow Slide Dep-12/12/25		
0256640	11/28/25	P	Costa Mesa Lock & Key	0000001817	1,026.70
		Line Description:	Locksmith Svc Locksmith Svc Electrified Lock Replacement Padlocks Replace Lever Trim & Set Code		
0256641	11/28/25	P	DLT Solutions LLC	0000007986	11,443.79
		Line Description:	AutoCAD- Including specialized Civil 3D Government New Single		
0256642	11/28/25	P	Demetrius Mayhand	0000030111	70.00
		Line Description:	Basketball Referee 11/19/25		
0256643	11/28/25	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	125.00
		Line Description:	Fire Plan Check Svs 10/6/25		
0256644	11/28/25	P	Elysian Arts & Events, LLC	0000030538	1,033.50
		Line Description:	Fall 25 Instructor Payment		
0256645	11/28/25	P	G3 Quality, Inc.	0000030076	6,193.80
		Line Description:	S Coast Block Wall-10/31/25		
0256646	11/28/25	P	General Code LLC	0000030264	1,195.00

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: SERVICES & MAINTENANCE		
0256647	11/28/25	P	Grainger	0000002393	422.36
			Line Description: Warehouse Stock		
0256648	11/28/25	P	HdL Coren & Cone	0000007882	795.00
			Line Description: ACFR STATISTICAL PACKAGE		
0256649	11/28/25	P	Hoag Executive Health	0000030617	9,995.00
			Line Description: Wellness Prog-Sep & Oct 2025		
0256650	11/28/25	P	Kabbara Engineering	0000002795	1,520.00
			Line Description: Alleys Rehab Proj 10/3/25		
0256651	11/28/25	P	Kimball Midwest	0000006819	662.09
			Line Description: Shop Supplies		
0256652	11/28/25	P	Knorr Systems Inc	0000005036	4,043.60
			Line Description: DRC Pool Chemical		
			DRC Pool Chemical		
			DRC Pool Chemical		
			DRC Pool Chemical		
			DRC Pool Chemical		
			DRC Pool Chemical		
			DRC Pool Chemical		
			DRC Pool Chemical		
0256653	11/28/25	P	LN Curtis & Sons	0000002983	217.63
			Line Description: Firefighter Shirts		
			Firefighter Shirts		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256654	11/28/25	P	Langlois Fancy Frozen Foods	0000030651	263.84
			Line Description: Jail Food Svc-Oct 2025		
0256655	11/28/25	P	Monument Row	0000030907	3,732.50
			Line Description: FS #2 Imprv Proj-Oct 2025		
0256656	11/28/25	P	OC Uniforms & Tailoring Inc.	0000031514	1,254.32
			Line Description: PURCHASE UNIFORMS ON AN AS NEE		
0256657	11/28/25	P	Omari Smith	0000029906	70.00
			Line Description: Basketball Referee 11/19/25		
0256658	11/28/25	P	Orange Coast College	0000003458	258.70
			Line Description: Fall 25 Instructor Payment		
0256659	11/28/25	P	Pacific Medical Waste	0000029793	194.89
			Line Description: Biohazard Disposal-oct 2025		
0256660	11/28/25	P	Portal Languages-Costa Mesa	0000031444	360.75
			Line Description: Fall 25 Instructor Payment		
0256661	11/28/25	P	Post Alarm Systems Inc	0000026907	82.44
			Line Description: CMBS Fire Alarm Monitoring		
0256662	11/28/25	P	Power Products Unlimited Inc	0000021904	1,178.20
			Line Description: Endura Dual Unit Smart Charger		
0256663	11/28/25	P	Proactive Engineering Consultants Inc	0000028916	2,150.00
			Line Description: Consulting		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256664	11/28/25	P	Proactive Realty Investments Inc	0000024109	5,200.00
			Line Description: New Water Heater Reimburse		
0256665	11/28/25	P	Prudential Overall Supply	0000025480	317.12
			Line Description: Towel Svc Oct 2025		
0256666	11/28/25	P	Quadient Inc	0000028798	2,450.79
			Line Description: METER RENTAL		
			SALES TAX (7.75%)		
			ANNUAL MAINTENANCE		
			NEOSHIP ANNUAL MAINTENANCE		
			NEOSHIP CARRIER RENTAL SUBSCRI		
0256667	11/28/25	P	Quinn Company	0000023844	10,255.78
			Line Description: EMERGENCY GENERATOR SERVICE		
0256668	11/28/25	P	Rafael Rodriguez	0000031018	70.00
			Line Description: Basketball Referee 11/19/25		
0256669	11/28/25	P	Ruff Ruff Poop Bags	0000031580	14,998.17
			Line Description: Dog Waste Bags		
0256670	11/28/25	P	Scott Fazekas & Associates Inc	0000003961	3,344.14
			Line Description: Consulting Plan Check Services		
0256671	11/28/25	P	Sims Orange Welding Supply Inc	0000004030	109.56
			Line Description: Price Agreement		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256672	11/28/25	P	Skyhawks Sports Academy LLC	0000004040	897.00
			Line Description: Fall 25 Instructor Payment		
0256673	11/28/25	P	Southern California Edison Company	0000004088	3,344.03
			Line Description: 1071 Bristol 10/17-11/17/25		
			867 Prospect 10/22-11/20/25		
			3120 Manistee 10/22-11/20/25		
			735 Baker 10/21-11/19/25		
			2917-3171 Red Hill 10/9-11/17/		
			555 1/2 Paularino 10/22-11/20/		
			2704 Harbor 10/21-11/19/25		
			FS#1 10/21-11/19/25		
			1040 Paularino 10/16-11/16/25		
			2783 Bristol 10/16-11/16/25		
0256674	11/28/25	P	The Code Group Inc	0000025073	2,742.47
			Line Description: Consulting Plan Check Svcs		
0256675	11/28/25	P	Third Wave Corporation	0000025874	8,325.00
			Line Description: ITSP CONSULTING		
0256676	11/28/25	P	Triton Technology Solutions Inc	0000021687	5,000.00
			Line Description: Q2 Contract Fee		
0256677	11/28/25	P	Tumble-N-Kids Inc	0000030098	14,236.30
			Line Description: Fall 25 Instructor Payment		
0256678	11/28/25	P	Turnout Maintenance Company LLC	0000020182	564.00
			Line Description: Turnout Maint		
0256679	11/28/25	P	US Bank	0000002228	7,043.88

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Payroll 25-23		
0256680	11/28/25	P	USI Inc	0000005890	722.46
			Line Description: LAMINATING MATERIALS Oct		
0256681	11/28/25	P	UniFirst Holdings Inc	0000030616	77.94
			Line Description: CMBS Walk Off Mats		
0256682	11/28/25	P	Verizon Wireless	0000008717	401.77
			Line Description: WIRELESS PHONE 10/18-11/17/25		
0256683	11/28/25	P	Ware Disposal Inc	0000000255	11,059.89
			Line Description: November 25 City Facilities		
0256684	11/28/25	P	Waterline Technologies Inc	0000014520	729.61
			Line Description: DRC Pool Treatment		
0256685	11/28/25	P	Waxie Sanitary Supply	0000004480	829.70
			Line Description: JANITORIAL AND SANITARY SUPPLI		
0256686	11/28/25	P	Zoll Medical Corporation	0000021290	1,624.65
			Line Description: Autopulse Shoulder Restraint Flowtube		
TOTAL					<u>\$729,683.48</u>

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Dec 02, 2025

Run Time 1:51:01 PM

Bank: CITY

Cycle: AMNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0256687	12/03/25	P	Mesa Consolidated Water District	0000003144	32,000.00
			<i>Line Description:</i> Fairview Development Cntr		
					TOTAL \$32,000.00

32,000.00
453,138.52
1,500.73
36,855.03

\$ 523,494.28

End of Report

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256688	12/05/25	P	Bracken's Kitchen Inc	0000029468	19,314.47
			Line Description: CMBS Meals 11/3-11/16/25		
0256689	12/05/25	P	DVDCreatvie	0000004828	51,933.30
			Line Description: CM Sk8 Park Expansion Design		
0256690	12/05/25	P	Gensler	0000031100	20,025.00
			Line Description: Facility Master Plan-10/25/25		
0256691	12/05/25	P	Kimley Horn & Associates Inc	0000005251	23,097.92
			Line Description: Traffic Signal Imprv 10/31/25		
0256692	12/05/25	P	Onward Engineering	0000003212	45,738.60
			Line Description: Fairview Rd AT Improvement		
0256693	12/05/25	P	Orange County Treasurer Tax Collector	0000003489	27,610.50
			Line Description: Prkng Citation Process-Oct 25		
0256694	12/05/25	P	Pivot Solutions LLC	0000030415	19,032.56
			Line Description: 724-Paint and Body Repair		
			718-Paint and Body Repair		
			217-Paint/Body Repair		
			729-Paint/Body Repair		
			727-Paint/Body Repair		
0256695	12/05/25	P	Yunex LLC	0000029573	34,833.18
			Line Description: 16th/Pomona-Signal Knockdown		
			Traffic Signal Response Oct 25		
			Traffic Singal Maint Oct 25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256696	12/05/25	P	AFH Casa Paloma LP	0000031565	266.00
			Line Description: Rental Assistance-A Christina		
0256697	12/05/25	P	AJ Portables Inc	0000029728	1,135.00
			Line Description: Portable Restroom SnoopyHouse		
0256698	12/05/25	P	AT & T	0000001107	2,669.53
			Line Description: Lions Park		
			Senior Center Elevator		
			NHCC Fire Alarm		
			Lions Park Baseball Field		
			DRC Fire Alarm		
			WSS Alarm		
			Jack Hamett Sports Complex		
			Sr Ctr Fire Alarm		
			Balearic Center Fax		
			Local Usage		
			Fire Sta#1 Fire Alarm System		
			2310 Placentia Irrigation		
			Red Phone Fire Sta#6		
			Red Phone Fire Sta#4		
			Red Phone Fire Sta#1		
			Red Phone Fire Sta#2		
			Red Phone Fire Sta#3		
			Red Phone Fire Sta#5		
			PRI Circuit Inbound Trunk		
			Fire Emergency Line		
0256699	12/05/25	P	Aetna	0000028711	1,438.46
			Line Description: Refund Ambulance Fee		
0256700	12/05/25	P	Alco Target Company	0000014649	1,683.58
			Line Description: Range Targets		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256701	12/05/25	P	Allstar Fire Equipment Inc	0000000986	1,649.78
			Line Description: Leather Shield/Helmets		
0256702	12/05/25	P	Amazing Tents & Events	0000029486	4,892.50
			Line Description: SnoopyHouse-Stage,Tables,Chair SHIPPING		
0256703	12/05/25	P	Ana Borroto	0000031635	10.00
			Line Description: Refund Rec Dep 2009276.002		
0256704	12/05/25	P	B & M Lawn & Garden Center	0000001151	3,415.28
			Line Description: TANK VENT SALES TAX (7.75%) SAW CHAIN RESCUE CHAINSAW WITH 20" BAR SALES TAX (7.75%) WOODRUFF KEY SALES TAX (7.75%) TS410 SALES TAX (7.75%) CLAMPING LEVER BELT TENSIONER		
0256705	12/05/25	P	BPS Tactical Inc	0000023962	3,187.98
			Line Description: Ballistic Vest Ballistic Vests Cover Patrol Duty Ballistic Vests		
0256706	12/05/25	P	Bernard King	0000031254	40.00
			Line Description: Rental Assistance-T Evergreen		
0256707	12/05/25	P	Blue Cross	0000005329	1,883.37

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Refund Ambulance Fee		
0256708	12/05/25	P	Blue Shield of California	0000028683	194.01
			Line Description: Refund Ambulance Fee Refund Ambulance Fee		
0256709	12/05/25	P	Bode Technology	0000018930	2,365.81
			Line Description: Secur Seabs for CSI		
0256710	12/05/25	P	Brian Hillard Karate	0000030959	975.00
			Line Description: Instructor Paymnt-Fall 2025		
0256711	12/05/25	P	BrightView Landscape Services Inc	0000026055	5,737.28
			Line Description: PD Parking Lot Reconfiguration		
0256712	12/05/25	P	CBE	0000015149	6.39
			Line Description: Copier Maint 10/20-11/19/25		
0256713	12/05/25	P	CSG Consultants Inc	0000001887	2,960.78
			Line Description: Bldng Plan Review-Oct 2025		
0256714	12/05/25	P	California Municipal Statistics Inc	0000001503	600.00
			Line Description: DirOverlapping Debt Statement		
0256715	12/05/25	P	California Surveying & Drafting Supply	0000030420	414.96
			Line Description: Trimbel Forensic Quick Respons		
0256716	12/05/25	P	Chandlers Air Conditioning &	0000001640	436.75
			Line Description: Qtrly Equipment Maint-Jail		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Qtrly Equipment Maint-Property		
0256717	12/05/25	P	Continental Interpreting Services Inc	0000024355	1,300.00
			<i>Line Description:</i> CC Mtng Interpreter Svc11/4/25		
0256718	12/05/25	P	Costa Mesa Lock & Key	0000001817	373.52
			<i>Line Description:</i> System Key @ City Hall Duplicate Kys & Master KeyCyln		
0256719	12/05/25	P	Cotiviti	0000031551	714.32
			<i>Line Description:</i> Refund Ambulance Fee		
0256720	12/05/25	P	County of Orange	0000003486	1,129.32
			<i>Line Description:</i> Teletype Svc Oct 2025		
0256721	12/05/25	P	Ed Hatz	0000029475	3,750.00
			<i>Line Description:</i> Santa Svc-Snoopy House		
0256722	12/05/25	P	Elysian Arts & Events, LLC	0000030538	3,045.25
			<i>Line Description:</i> Instructor Paymnt-Fall 2025		
0256723	12/05/25	P	Entenmann Rovin Company	0000002130	198.07
			<i>Line Description:</i> Retirement Badge-Selinske		
0256724	12/05/25	P	Eric Henriquez	0000031642	20.00
			<i>Line Description:</i> Refund Ambulance Fee		
0256725	12/05/25	P	Erin Liberto	0000031656	100.00
			<i>Line Description:</i> Refund Rec Dep 2009307.002		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256726	12/05/25	P	Ernestina Flores	0000031645	12.10
			Line Description: Refund Ambulance Fee		
0256727	12/05/25	P	FleetPride Heavy Duty Parts & Service	0000030911	460.91
			Line Description: Dash Control Valve		
0256728	12/05/25	P	Fuel Pros Inc	0000026476	1,640.75
			Line Description: CY Vapor Recovery Test		
0256729	12/05/25	P	Fully Promoted	0000029208	590.90
			Line Description: Rec Staff Uniform		
0256730	12/05/25	P	Galls LLC	0000002297	7,206.36
			Line Description: Uniform-Rubio		
			Uniform-Liang		
			Fire & Rescue Uniforms		
			Code Enforcement Uniform		
			Uniform-Bush		
			Safety Vest-Trevino		
			Safety Vest-Liang		
			Safety Vest-Nunez		
			Uniform-Horne		
			Uniform-Anaya		
			Uniform-Smith		
			Uniform-Van		
0256731	12/05/25	P	Garrett Electronics, Inc.	0000031591	4,759.81
			Line Description: Walk Through Metal Detector		
0256732	12/05/25	P	Grainger	0000002393	496.54
			Line Description: Hot Water Hose		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256733	12/05/25	P	Grainger	0000002393	1,632.44
		<i>Line Description:</i>	Hardware		
			Hardware		
			Fuel Filters		
			Hardware		
			Chest Wader		
			Airstar Lightstand 18ft Silver		
0256734	12/05/25	P	Graybar Electric Company Inc	0000002397	50.75
		<i>Line Description:</i>	Parts for Telecomm		
0256735	12/05/25	P	Hanks Electrical Supplies	0000002445	168.93
		<i>Line Description:</i>	Electrical Supp Credit		
			Electrical Supplies		
			Electrical Supplies		
0256736	12/05/25	P	Healthy U	0000012092	325.00
		<i>Line Description:</i>	Instructor Paymnt-Fall 2025		
0256737	12/05/25	P	Heritage Montessori School	0000031638	204.00
		<i>Line Description:</i>	Refund Permit HDL-61084		
0256738	12/05/25	P	Hirsch Pipe & Supply Company Inc	0000026475	82.98
		<i>Line Description:</i>	Plumbing Supplies		
0256739	12/05/25	P	Idemia Identity & Security USA LLC	0000026790	2,321.00
		<i>Line Description:</i>	LIVESCAN MAINTENANCE		
			ANNUAL 9/5 MAINTENANCE		
0256740	12/05/25	P	Image Concepts	0000026883	1,461.57

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Fleet Staff Hats,Jackets, Shir		
0256741	12/05/25	P	JFK Transportation Co., Inc.	0000030141	618.00
			Line Description: LEAP Prog Transportation		
0256742	12/05/25	P	Jam Engineering Inc	0000031657	500.00
			Line Description: Refund Permit EENC-25-0411		
0256743	12/05/25	P	Jewel Coffman	0000031655	100.00
			Line Description: Refund Rec Dep 2009308.002		
0256744	12/05/25	P	Johnson Controls Fire Protection LP	0000026089	2,355.20
			Line Description: City Hall-Service Call		
0256745	12/05/25	P	Kabbara Engineering	0000002795	14,499.00
			Line Description: Npt Blvd Rehab Project		
0256746	12/05/25	P	Ken Earnest	0000030079	400.00
			Line Description: Music Entertainment SnoopyHous		
0256747	12/05/25	P	LN Curtis & Sons	0000002983	479.61
			Line Description: Fire Attire		
0256748	12/05/25	P	Langlois Fancy Frozen Foods	0000030651	117.77
			Line Description: Jail Food Svc-Oct 2025		
0256749	12/05/25	P	Liberty Manufacturing Inc	0000002502	4,688.23
			Line Description: Credit-Range Lead RANGE 5 SERVICES / STEEL AND S		

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>
0256750	12/05/25	P	Lorenza Ramos	0000031634	10.00
<i>Line Description:</i> Refund Rec Dep 2009275.002					
0256751	12/05/25	P	Lyons Security Service Inc	0000027168	13,545.00
<i>Line Description:</i> Oct 25-Security Svs-Sr Ctr					
0256752	12/05/25	P	Maria Petronila Castro	0000031637	100.00
<i>Line Description:</i> Refund Rec Dep 2009280.002					
0256753	12/05/25	P	Maribel Rodriquez	0000031653	250.00
<i>Line Description:</i> Refund Rec Dep 2009312.002					
0256754	12/05/25	P	Marilyn Louis	0000031636	10.00
<i>Line Description:</i> Refund Rec Dep 2009277.002					
0256755	12/05/25	P	Marlin Vasquez	0000031494	92.00
<i>Line Description:</i> Refund Rec Dep 2009313.002					
0256756	12/05/25	P	Marx Brothers Fire Extinguisher Company	0000003073	512.67
<i>Line Description:</i> Fire Extinguisher Services					
0256757	12/05/25	P	NeWave Construction Inc	0000024108	1,475.00
<i>Line Description:</i> Remove & Replace Apparatus Bay					
0256758	12/05/25	P	Newport Harbor Orchid Society	0000025344	600.00
<i>Line Description:</i> Refund Rec Dep 2009309.002					

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256759	12/05/25	P	Nicholas Penalosa	0000031654	100.00
			Line Description: Refund Ambulance Fee		
0256760	12/05/25	P	Noridian Medicare JE Part B	0000028718	405.43
			Line Description: Refund Ambulance Fee		
0256761	12/05/25	P	Orange County Dept of Education	0000000442	500.00
			Line Description: Refund Rec Dep 2009279.002		
0256762	12/05/25	P	Orange County Mosquito & Vector Control	0000021750	640.50
			Line Description: Inspection&Treatment Oct 2025		
0256763	12/05/25	P	Patrick Lloyd	0000031643	234.33
			Line Description: Refund Ambulance Fee		
0256764	12/05/25	P	Portal Languages-Costa Mesa	0000031444	633.75
			Line Description: Instructor Paymnt-Fall 2025		
0256765	12/05/25	P	Post Alarm Systems Inc	0000026907	570.01
			Line Description: CMBS Fire Alarm Repair		
0256766	12/05/25	P	Priority Landscape Services LLC	0000026592	9,858.00
			Line Description: Citywide Young Tree Care-Oct25		
			FVP Landscape Maint Oct 25		
0256767	12/05/25	P	Quadient Inc	0000028798	228.00
			Line Description: CONNECTSUITE SOFTWARE SUBSCRIP		
0256768	12/05/25	P	Quadrant Systems Inc	0000003717	2,450.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: ANNUAL RASWIN Software Support		
0256769	12/05/25	P	Rachel Charest Bertram	0000029455	2,700.00
			Line Description: SnoopyHouse Entertainment		
0256770	12/05/25	P	Rafael Cortes	0000031081	600.00
			Line Description: Refund Rec Dep 2009310.002 Refund Rec Dep 2009311.002		
0256771	12/05/25	P	Red Wing Business Advantage Account	0000003772	225.00
			Line Description: Safety Boots - Parks		
0256772	12/05/25	P	Reva M Alban Trustee	0000031639	105.25
			Line Description: Refund Ambulance Fee		
0256773	12/05/25	P	Rincon Truck Center Inc	0000013236	3,521.82
			Line Description: Meter Unit Kit Norgren Solenoid Norgren Solenoid		
0256774	12/05/25	P	Scan Health Plan	0000023172	542.65
			Line Description: Refund Ambulance Fee		
0256775	12/05/25	P	Sea Wind Propertyties LLC	0000031641	500.00
			Line Description: Rental Assistance-D Brown		
0256776	12/05/25	P	Skyhawks Sports Academy LLC	0000004040	358.80
			Line Description: Instructor Paymnt-Fall 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256777	12/05/25	P	Southern California Edison Company	0000004088	2,816.75
		<i>Line Description:</i>	3351 Sakioka 10/24-11/24/25 2948 Bristol 10/15-11/13/25 2301 Harbor 10/23-11/23/25 3349 Sakioka 10/24-11/24/25 1952 Newport 10/27-11/25/25 348 E 17th 10/24-11/24/25 NHCC 10/28-11/28/25		
0256778	12/05/25	P	Southern California Edison Company	0000004695	12,060.30
		<i>Line Description:</i>	Relocate UG St Light Proj 25-7		
0256779	12/05/25	P	Southern California Gas Company	0000004092	6,544.00
		<i>Line Description:</i>	PD 10/22-11/21/25 2300 Placentia1 10/22-11/21/25 FS#1 10/24-11/25/25 FS#3 10/21-11/20/25 567 W 18th 10/21-11/20/25 FS#5 10/22-11/21/25 FS#6 10/28-11/29/25 FS#2 10/23-11/24/25 NHCC 10/21-11/20/25 Pool 10/21-11/20/25 2300 Placentia2 10/22-11/21/25 2310 Placentia 10/22-11/21/25 Historical 10/21-11/20/25 Comm 10/22-11/21/25 717 James 10/21-11/20/25 721 James 10/21-11/20/25 DRC 10/21-11/20/25 Sr Ctr 10/21-11/20/25 BCC 10/24-11/25/25		
0256780	12/05/25	P	State of California Dept of Justice	0000001534	1,944.00
		<i>Line Description:</i>	Finger Prints/AppFee-Oct 25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Livescan/Fingerprinting Servic		
0256781	12/05/25	P	Super Birthday Inc	0000031619	7,875.00
			Line Description: Snoopy House Trackless Train		
0256782	12/05/25	P	The Code Group Inc	0000025073	11,475.00
			Line Description: Consult Staff Svs 9/28-11/1/25		
0256783	12/05/25	P	The Solis Group	0000030649	613.00
			Line Description: Citywide Prkng Maint-Oct 2025		
0256784	12/05/25	P	Top Team Photography	0000029932	5,400.00
			Line Description: Snoopy House Photo		
0256785	12/05/25	P	Transtech Engineers Inc	0000026910	10,400.00
			Line Description: On Call Staff Support		
			On Call Staff Support		
0256786	12/05/25	P	Tu Anh Nguyen	0000031644	161.04
			Line Description: Refund Ambulance Fee		
0256787	12/05/25	P	UniFirst Holdings Inc	0000030616	77.94
			Line Description: CMBS Mats-11/10/25		
0256788	12/05/25	P	United Healthcare	0000028700	50.00
			Line Description: Refund Ambulance Fee		
0256789	12/05/25	P	United Healthcare of-California Inc	0000028700	906.40
			Line Description: Refund Ambulance Fee		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Refund Ambulance Fee		
0256790	12/05/25	P	United Rentals (North America), Inc	0000010121	1,333.92
			Line Description: Price Agreement - Snoopy House		
0256791	12/05/25	P	Unlimited Raingutters Inc	0000025506	2,970.00
			Line Description: Install 3 New Leader Headers,		
0256792	12/05/25	P	Verizon Wireless	0000008717	9,809.37
			Line Description: Subnet Broadband 7/18-8/17/25		
			Subnet Broadband 9/18-10/17/25		
0256793	12/05/25	P	Washington Santa Ana Housing Partners LP	0000031652	500.00
			Line Description: Safety Deposit-R Miller		
0256794	12/05/25	P	Williams Data Management	0000018803	543.74
			Line Description: DATA STORAGE NOV 25		
0256795	12/05/25	P	Zion Santillan	0000031640	157.62
			Line Description: Refund Ambulance Fee		
0256796	12/05/25	P	Zumar Industries Inc	0000004622	3,381.91
			Line Description: Supplies		
TOTAL					\$453,138.52

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256797	12/05/25	P	Pamela Lilly	0000025324	750.00
			Line Description: Paryroll Dedcution 25-25		
0256798	12/05/25	P	State of California	0000001546	424.24
			Line Description: Payroll Dedcution 25-25		
0256799	12/05/25	P	State of California	0000001546	326.49
			Line Description: Trisha Evergreen Dec 2025		
TOTAL					\$1,500.73

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021151	12/05/25	P	Anthony Ceballos	0000031138	16.66
			Line Description: Property 101		
021152	12/05/25	P	Austin Sanchez	0000031539	268.80
			Line Description: EVOC Conf		
021153	12/05/25	P	Beau General Osborne	0000031363	16.00
			Line Description: Adv Roadside Impaired Driving		
021154	12/05/25	P	CDW Government Inc	0000005402	1,401.07
			Line Description: Printhead Replace Kit HP Color LaserJet		
021155	12/05/25	P	Christine Van	0000026991	130.89
			Line Description: Tactical Dispatch Trng		
021156	12/05/25	P	Costa Mesa Employees Association	0000006284	4,596.01
			Line Description: Trisha Evergreen Dec 2025		
021157	12/05/25	P	Costa Mesa Executive Club	0000006286	350.00
			Line Description: Trisha Evergreen Dec 2025		
021158	12/05/25	P	Costa Mesa Firefighters Association	0000001812	9,119.50
			Line Description: Trisha Evergreen Dec 2025		
021159	12/05/25	P	Costa Mesa Police Association	0000001819	7,500.00
			Line Description: Trisha Evergreen Dec 2025		
021160	12/05/25	P	Costa Mesa Police Management Assn	0000005082	350.00

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Trisha Evergreen Dec 2025		
021161	12/05/25	P	Dustin Fay	0000027733	371.60
			Line Description: Difnitary Protection Course Tactical Medicine		
021162	12/05/25	P	Fanni Acosta	0000029434	3,857.58
			Line Description: CALPELRA Conf		
021163	12/05/25	P	Gregory Katz	0000031537	268.00
			Line Description: EVOC Conf		
021164	12/05/25	P	Ivan Saguilan	0000031538	268.80
			Line Description: EVOC Conf		
021165	12/05/25	P	Jack R. Sweeney	0000030173	4,317.60
			Line Description: Dec 25 Rent/Common Operating E		
021166	12/05/25	P	Jake Jacobi	0000023514	500.00
			Line Description: Clothing Alloance 25-26		
021167	12/05/25	P	James Haney	0000029091	180.00
			Line Description: Dignitary Protection Course		
021168	12/05/25	P	Jan Wang	0000027357	158.20
			Line Description: MMASC Conf		
021169	12/05/25	P	Jason Chamness	0000014287	80.00
			Line Description: IACP Conf		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021170	12/05/25	P	Jeremy Schaffer Leonardo	0000031473	84.00
			Line Description: EVOC Conf		
021171	12/05/25	P	Johnny Luevano	0000031659	493.00
			Line Description: EVOC Conf		
021172	12/05/25	P	Jonathan Roman	0000030128	16.00
			Line Description: Adv Roadside Impaired Driving		
021173	12/05/25	P	KayDee Lawson	0000031184	29.40
			Line Description: Property 101		
021174	12/05/25	P	Kevin Bendezu	0000031450	295.00
			Line Description: Drug Abuse Recognition Reg		
021175	12/05/25	P	Lindsey Olson	0000027343	199.00
			Line Description: So Cal Assoc Fingerprint Offic		
021176	12/05/25	P	Luis Garcia	0000031536	253.40
			Line Description: EVOC Conf		
021177	12/05/25	P	Marcella Holt	0000026739	134.40
			Line Description: CLET Trng		
021178	12/05/25	P	Max Wirtzer	0000030523	16.00
			Line Description: Adv Roadside Impaired Driving		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021179	12/05/25	P	Michael Stewart	0000031540	268.80
		Line Description: EVOC Conf			
021180	12/05/25	P	Paul J Martin	0000031651	81.32
		Line Description: ATP Symposium Exp Reimb			
021181	12/05/25	P	Peter Brassinga	0000031535	268.00
		Line Description: EVOC Conf			
021182	12/05/25	P	Richie Palomino	0000031658	493.00
		Line Description: Vehicle Operating Course			
021183	12/05/25	P	Thomas Scott	0000026255	473.00
		Line Description: Cybercrime Investigation			
TOTAL					\$36,855.03

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256816	12/12/25	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

565,059.85

12,013.75

1,910,072.17

0.00

\$ 2,487,145.77

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256800	12/11/25	P	Manuel Victor Gonzalez	0000031069	11,313.75
<i>Line Description:</i> Employee Night Catering Svc					
0256801	12/11/25	P	Orange County Fair & Event Center	0000003432	700.00
<i>Line Description:</i> BALES OF STRAW					
TOTAL					\$12,013.75

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256802	12/12/25	P	All City Management Services Inc	0000009480	35,359.93
		Line Description:	Schl Crsng Svc 10/26-11/8/25 Schl Crsng Svc 10/12-10/25/25		
0256803	12/12/25	P	BrightView Landscape Services Inc	0000026055	409,376.50
		Line Description:	Landscape Maint Svc-Nov 25 Landscape Maint Svc-Oct 25		
0256804	12/12/25	P	Charter Communications	0000011202	20,016.28
		Line Description:	237939201-DRC Network Svs 237938801-NHCC Network Svs 237940101-NHCC Public WiFi 240159901-DRC Internet Svs 244133301-BCC Internet Svs 237940001-CH Hub Network Svs 237926201-City Hall Video Svs 237926701-City Hall Video Svs 237927001-Fire Sta #6 Network 237930101-City Hall Video Svs 237939101-Fire Sta #1 Network 237939301-Fire Sta #2 Network 237939401-Fire Sta #3 Network 237940301-Library Public WiFi 237940501-Fire Sta #4 Network 237927601-BCC Network Svs 237925901-PD Public WiFi 237929301-PD Video Svs 237926501-PD Video Svs 23777927101-Parks Admin Networ 256807001-PD-Warehouse Network 256806901-City Connect-PD Ware 253883901-Lions Park Caf? Inte 237926401-City Hall Public WiF 237926601-Senior Center Intern 237926801-City Hall Network/Vi 237927201-Senior Center Networ		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 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 237939601-Bridge Shelter Netwo 237939901-Code Enforcement Net 237940401-Fire Sta #4 Internet 243645501-Code Enforcement Int 252590301-PD Warehouse Interne		
0256805	12/12/25	P	Dulux Painting Inc	0000023216	24,700.00
			<i>Line Description:</i> Painting Services in Park Rest		
0256806	12/12/25	P	Endemic Environmental Services Inc	0000021277	40,411.46
			<i>Line Description:</i> FVP WetIndMaint 11/1-11/15/25 Mesa Restroration11/3-11/13/25		
0256807	12/12/25	P	Everett Dorey LLP	0000026882	105,809.60
			<i>Line Description:</i> Legal Svc-Oct 2025		
0256808	12/12/25	P	FALCK MOBILE HEALTH CORP.	0000019807	210,050.00
			<i>Line Description:</i> Ambulance Svc 11/1-11/15/25 Ambulance Svc 11/16-11/30/25 Surge Unit October 2025		
0256809	12/12/25	P	Lyons Security Service Inc	0000027168	23,231.25
			<i>Line Description:</i> Lions Pk Patril Svc-Nov 2025		
0256810	12/12/25	P	Newport Mesa Unified School District	0000003339	24,278.32

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Developers Fee-Nov 2025		
0256811	12/12/25	P	Nex Tech Systems Inc	0000020700	21,273.59
			<i>Line Description:</i> Etherwan Equipment		
0256812	12/12/25	P	Onyx Paving Company Inc	0000031101	289,257.08
			<i>Line Description:</i> Pkwy Maint Proj #24-03 Retention Prj #24-03/#400015		
0256813	12/12/25	P	SCA of CA, LLC	0000029971	127,226.87
			<i>Line Description:</i> Street Sweeping-Nov2025 Pressure Wash 19th/Nwprt Bi Weekly Bus Shelter Wash		
0256814	12/12/25	P	South Coast Lighting & Design Inc	0000019512	16,981.40
			<i>Line Description:</i> Solar Lighting Equipment		
0256815	12/12/25	P	Southern California Edison Company	0000004088	184,489.02
			<i>Line Description:</i> Npt Fwy/Baker Nov 25 19th/Npt Nov 25 Baker/Royal Palm Nov 25 Loan8690 St Lights Nov 25 Street Lights Nov 25 Fac & Equip Nov 25 Volcom Sk8 Park 10/31-12/2/25 980 Arlington 10/31-12/2/25 970 Arlington 10/31-12/2/25 SD Fwy On/Off Nov 25 DRC 10/29-11/30/25 702 Victoria 10/29-11/30/25 702 1/2 Victoria 10/29-11/30/2 567 W 18th 11/3-12/3/25 360 W Wilson 10/28-11/28/25 745 W 19th 11/3-12/3/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 3129 Harbor Nov 25 Davis Field 10/28-11/28/25 Joann St Bike Trail Nov 25 Sr Ctr 10/28-11/28/25 1624 Gisler Nov 25 1035 Park Crest 10/31-12/2/25 1895 Irvine Nov 25 2750 Fairview 10/31-12/2/25 Parks Maint Nov 25 885 Junipero 10/31-12/2/25 Sunflower/Plaza Nov 25 Loan8670 Sunflower/Plaza Nov25 Tennis Ctr 10/31-12/2/25 3460 Smalley Nov 25		
0256817	12/12/25	P	The Lincoln National Life Insurance Co	0000030039	15,479.10
			<i>Line Description:</i> STD Ins Premium Dec 2025		
0256818	12/12/25	P	West Coast Arborists Inc	0000004498	32,850.00
			<i>Line Description:</i> Prk/Median Maint 11/1-11/15/25 Tree Maint 11/1-11/15/25		
0256819	12/12/25	P	Yunex LLC	0000029573	128,654.78
			<i>Line Description:</i> Install Type 16 @ Nwprt & Frvw Signal Knockdown@Nwpt/Fair Install Type 19@ Bear/Bristol Install Type17@Nwpt/Fairview Install CCTV @ Nwpt/Fair Signal Knockdown@Snflwr/Susan Sifnal Knockdown@Fariview/MCCo		
0256820	12/12/25	P	4Leaf Inc	0000029711	324.77
			<i>Line Description:</i> Professional Svc-Oct 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256821	12/12/25	P	AT & T	0000001107	146.24
			Line Description: Internet-Skate Park Camera		
0256822	12/12/25	P	AT&T Mobility LLC	0000030878	1,166.96
			Line Description: CMFR MCT Connect 9/27-10/26/25		
0256823	12/12/25	P	Accenture Infrastructure&Capital Project	0000031260	2,200.00
			Line Description: FS#2 Recon-Spe 2025		
0256824	12/12/25	P	Agriserve Pest Control Inc	0000025268	1,325.00
			Line Description: 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		
0256825	12/12/25	P	Angely Vallarta	0000029193	400.00
			Line Description: Planng Comm Mtng-Nov 2025		
0256826	12/12/25	P	Anomaly Squared	0000030491	806.37
			Line Description: Call Cnter Svc-Nov 2025		
0256827	12/12/25	P	Ardurra Group, Inc.	0000030147	1,200.00
			Line Description: I-405 Fwy Proj-Oct 2025		
0256828	12/12/25	P	Bob Hall & Associates	0000027193	7,175.00
			Line Description: Exec Recruitment		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256829	12/12/25	P	Bramford Street Design	0000031253	1,980.00
			Line Description: PD Branding & Artwork Redesign		
0256830	12/12/25	P	Building Industry Assn of So Calif Inc	0000017609	1,199.00
			Line Description: 2025-26 Mbrshp		
0256831	12/12/25	P	Bureau Veritas North America Inc	0000016616	780.00
			Line Description: Plan Check Svc-Oct 2025		
0256832	12/12/25	P	Calm.com, Inc	0000029324	12,369.00
			Line Description: Annual Subscription		
0256833	12/12/25	P	Clifton Larson Allen LLP	0000031521	12,600.00
			Line Description: FY 24-25 City Fin Audit		
0256834	12/12/25	P	Compressed Air Specialties Inc	0000020784	1,779.98
			Line Description: REPAIR SERVICES SALES TAX (7.75%)		
0256835	12/12/25	P	David Martinez	0000014476	400.00
			Line Description: Planng Comm Mtng-Nov 2025		
0256836	12/12/25	P	Digital Magic Signs	0000012837	1,121.92
			Line Description: Vehicle Graphics-#718 Vehicle Graphics-#727		
0256837	12/12/25	P	Entenmann Rovin Company	0000002130	253.30
			Line Description: Flat Badge		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256838	12/12/25	P	Fast 5 Costa Mesa 6 LLC	0000024446	832.00
			Line Description: Car Wash-Oct 2025 PD Car Wash-Nov 2025		
0256839	12/12/25	P	Fed Ex	0000002190	29.98
			Line Description: Ground Delivery		
0256840	12/12/25	P	Fieldman Rolapp & Associates Inc	0000024519	292.50
			Line Description: Municipal Advisory Svc-Lion Pk		
0256841	12/12/25	P	FireStats LLC	0000026188	1,250.00
			Line Description: Maint Data Analysis-Oct 2025		
0256842	12/12/25	P	G & W Towing	0000002289	280.00
			Line Description: Twoing Svc-#797 Towing Svc-#722		
0256843	12/12/25	P	Gallagher Benefit Services, Inc	0000030677	1,250.00
			Line Description: Classification Study Svc		
0256844	12/12/25	P	Galls LLC	0000002297	3,284.68
			Line Description: Fire & Rescue Uniforms Uniform-Brown Uniforms-Explorers Uniform-Brown		
0256845	12/12/25	P	Grafix Systems	0000031016	1,716.08
			Line Description: Graphics-#724 Graphics-#789		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256846	12/12/25	P	Grainger	0000002393	250.43
			Line Description: Price Agreement - Facilities		
0256847	12/12/25	P	ICMA	0000002623	200.00
			Line Description: 2025-26 Mbrshp Kennerson		
0256848	12/12/25	P	ITZEN Architects Inc	0000030962	10,221.75
			Line Description: Oct-Nov 25: Construction Doc		
0256849	12/12/25	P	Image Concepts	0000026883	430.02
			Line Description: Fleet/Warehouse Staff Unifomrs		
0256850	12/12/25	P	Interwest Consulting Group Inc	0000021505	696.60
			Line Description: Plan Reviw Svc-Oct 2025		
0256851	12/12/25	P	Irvine Ranch Water District	0000005112	590.28
			Line Description: 2603 Elden 11/5-12/4/25		
			106 Del Mar 11/5-12/4/25		
			261 Monte Vista 11/5-12/4/25		
			258 Brentwood 11/5-12/4/25		
			308 University 11/5-12/4/25		
			170 Del Mar 11/5-12/4/25		
			220 23rd 11/5-12/4/25		
0256852	12/12/25	P	Jeffrey Harlan	0000020142	400.00
			Line Description: Planng Comm Mtng-Nov 2025		
0256853	12/12/25	P	Jonathan Zich	0000026312	400.00
			Line Description: Planng Comm Mtng-Nov 2025		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256854	12/12/25	P	Jose Rojas	0000029411	400.00
			Line Description: Planng Comm Mtng-Nov 2025		
0256855	12/12/25	P	Karen Klepack	0000030322	400.00
			Line Description: Planng Comm Mtng-Nov 2025		
0256856	12/12/25	P	Knorr Systems Inc	0000005036	975.32
			Line Description: DRC Pool Chemical Carbon Dioxide Refill		
0256857	12/12/25	P	LC Action Police Supply	0000005638	1,112.50
			Line Description: CR123A Lighium Batteries		
0256858	12/12/25	P	LN Curtis & Sons	0000002983	1,406.92
			Line Description: WILDLAND PPE		
0256859	12/12/25	P	Ladayu Consulting Group	0000031087	3,060.00
			Line Description: Skate Pk Expansiom-Oct 2025		
0256860	12/12/25	P	Landscape Structures Inc	0000024524	8,573.05
			Line Description: Playground Equipment & Parts		
0256861	12/12/25	P	Langlois Fancy Frozen Foods	0000030651	263.84
			Line Description: Jail Food Svc-Nov 2025		
0256862	12/12/25	P	Loomis	0000019082	451.09
			Line Description: Armored Car Svc-Nov 25		
0256863	12/12/25	P	Mesa Smog	0000020735	150.00

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>
			Line Description: 773-Smog 058-Smog 764-Smog		
0256864	12/12/25	P	Mouse Graphics	0000001170	7,782.78
			Line Description: Various Grand Format Prints		
0256865	12/12/25	P	Nathanael Kazas	0000031628	7,000.00
			Line Description: Refund Permit EENC-25-0469		
0256866	12/12/25	P	National Data & Surveying Services	0000021249	950.00
			Line Description: Volume & Speed Traffic Counts Volume & Speed Traffic Counts Volume & Speed Traffic Counts Volume & Speed Traffic Counts		
0256867	12/12/25	P	Neogov	0000018828	6,693.75
			Line Description: Power Policy Subscription		
0256868	12/12/25	P	Nyhart	0000021283	5,000.00
			Line Description: GASB 73 Interim GASB 75 Interim		
0256869	12/12/25	P	O Neil Storage	0000018395	137.63
			Line Description: Document Storage-Nov 2025		
0256870	12/12/25	P	OC Uniforms & Tailoring Inc.	0000031514	358.71
			Line Description: Uniform-Pierini		
0256871	12/12/25	P	Performance Truck Repair Inc	0000030587	1,429.04
			Line Description: 526-Chasis Wiring Harness		

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>
0256872	12/12/25	P	Pringles	0000003683	4,549.16
			<i>Line Description:</i> Stairway Area Roller Shades		
0256873	12/12/25	P	Quadient Inc	0000028798	6,002.00
			<i>Line Description:</i> Credit Line- Nov 2025		
0256874	12/12/25	P	Robert L Dickson Jr	0000003671	400.00
			<i>Line Description:</i> Planng Comm Mtng-Nov 2025		
0256875	12/12/25	P	SCCC Group	0000031661	1,225.25
			<i>Line Description:</i> Refund CannabisTax Overpayment		
0256876	12/12/25	P	Scott Fazekas & Associates Inc	0000003961	5,013.70
			<i>Line Description:</i> Bldng Plan Check Svc-Aug 25		
0256877	12/12/25	P	Serendipity Labs	0000031662	500.00
			<i>Line Description:</i> Refund Invoice CITY88939		
0256878	12/12/25	P	Shaw HR Consulting Inc	0000021706	5,485.00
			<i>Line Description:</i> Reasonable Accomodation Reasonable Accomodation Reasonable Accomodation		
0256879	12/12/25	P	Southern California Shredding Inc	0000025605	245.00
			<i>Line Description:</i> On-Site Shredding Svs Nov 25 On-Site Shredding Svc-Nov 25 On-Site Shredding Svc-Nov 2025		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256880	12/12/25	P	Southside Towing	0000014300	494.00
		Line Description:	784 Tow 706-Tow		
0256881	12/12/25	P	Spectrum Gas Products	0000012653	737.44
		Line Description:	Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical Oxygen Medical		
0256882	12/12/25	P	The Counseling Team International	0000026352	4,580.00
		Line Description:	Counseling Svc-Oct 2025 Psychological Sceening Employee Support Svc Employee Support Svc-Jun 2025 Employee Support Mar-May 25 Employee Support Svc-Jan 2025 Psychological Sceening Psychological Sceening		
0256883	12/12/25	P	The Lincoln National Life Insurance Co	0000030039	14,566.78
		Line Description:	Critical Ill Ins Dec 2025 Accident Ins Dec 2025		
0256884	12/12/25	P	The Pun Group LLC	0000029168	7,920.00
		Line Description:	Audit Svc Audit Svs FY 2025 #2		
0256885	12/12/25	P	Thomas J Broxtermann PhD	0000031054	300.00

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Mental Health Trng-Diaz, Ramir		
0256886	12/12/25	P	US Bank	0000002228	6,853.02
			Line Description: Payroll 25-24		
0256887	12/12/25	P	UniFirst Holdings Inc	0000030616	77.94
			Line Description: CMBS Mats-11/17/25		
0256888	12/12/25	P	Verizon Wireless	0000008717	1,296.74
			Line Description: WIRELESS PHONE		
0256889	12/12/25	P	Walk 'n Rollers	0000029782	13,938.80
			Line Description: Bicycle Safety Education Progr		
0256890	12/12/25	P	Ware Disposal Inc	0000000255	10,601.95
			Line Description: James St Refuse Dec 25		
			Bulk Items Pickup-Dec 2025		
			CMBS Refuse-Dec 2025		
0256891	12/12/25	P	Waterline Technologies Inc	0000014520	343.72
			Line Description: DRC-Pool Treatment		
TOTAL					\$1,910,072.17

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021184	12/12/25	P	CDW Government Inc	0000005402	971.03
			Line Description: ELECTRONIC EQUIPMENT		
021185	12/12/25	P	Fanni Acosta	0000029434	3,700.00
			Line Description: Assc of Workplace Trng		
021186	12/12/25	P	Jones Mayer	0000014653	42,692.10
			Line Description: #137113-Mood		
			#137131-Hunt		
			#137105-Becker		
			#137107-Harvey		
			#137114-OKeefe		
			#137118-Rivera		
			#137121-Wilson		
			#137127-Vargas		
			#137129-Fierro		
			#137130-Warren		
			#137126-Banegas		
			#137116-Percival		
			#137111-Leik		
			#137112-May		
			#137117-Phillips		
			#137109-Homeless Task Force		
			#137128-RDK Group Holdings		
			#137119-Schaefer		
			#137104-Alexander		
			#1374108-Hernandez		
			#137120-Veramancini		
			#137124-440 RCVRSHP		
			#137123-Joann/Canyon		
			#137122-1022 Bengonia		
			#137125-DAlessio 1983		
			#137115-Ohio House LLC		
			#137106-Farrell Harrison		
			#137110-Insight Psychology		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021187	12/12/25	P	Mercy House	0000003138	199,844.33
		Line Description: CMBS Operations Oct 2025			
021188	12/12/25	P	Michael Fuentes	0000031660	250.00
		Line Description: Achievement Award Dec 2025			
021189	12/12/25	P	Travel Costa Mesa	0000024750	317,602.39
		Line Description: BIA Nov 2025			
TOTAL					\$565,059.85



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-105

Meeting Date: 1/20/2026

TITLE:

MINUTES

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

RECOMMENDATION:

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



REGULAR CITY COUNCIL AND HOUSING AUTHORITY NOVEMBER 4, 2025 - MINUTES

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

ROLL CALL

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

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Pursuant to California Government Code Section 54956.8
APN: 427-091-12; Property: 3175 Airway Ave., Costa Mesa, CA 92626
Agency Negotiators: Cecilia Gallardo-Daly, Interim City Manager
Under Negotiation: Price and Terms of Payment
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - TWO CASES**
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6 (a)
Agency Designated Representative: Kimberly Hall Barlow, City Attorney.
Unrepresented Employee: City Manager

City Council recessed at 4:02 p.m. for Closed Session.

Closed Session recessed to the open session at 5:55 p.m.

Closed Session resumed at 9:57 p.m., after the open session.

Closed Session adjourned at 11:05 p.m. and there was no reportable action taken.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:04 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 Mayor Stephens.

ROLL CALL

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

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action, City Council will return to closed session after the conclusion of open session.

PRESENTATIONS:

The City Council presented a proclamation in recognition of Veterans Day.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, Costa Mesa, spoke on bicycle and pedestrian safety, and on the number of speeding citations, collisions, and pedestrian injuries.

Jay Humphrey, Costa Mesa, spoke on the Fairview Developmental Center project and the part of land that is currently a golf course, spoke on Measure Y requirements and open space, and spoke on the Fairview Park Master Plan, and changing the name of the park and removing the fly field.

Speaker, spoke on his civil rights having been violated.

Don Harper, Costa Mesa, representing Top Seed and the Ball Brothers, spoke on the programming at the Tennis Center, and spoke on the contract and collaboration between the City and the Ball Brothers.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Reynolds spoke on honoring Veterans and Veterans Day, and on working on bringing home Veterans that have been deported, spoke on staff providing information on resources that are available during the Federal Government shutdown, spoke on Safe Streets projects and accomplishments, and spoke on the new World Day of Remembrance event for road traffic victims on Sunday, November 16th at 2:00 p.m. starting at City Hall.

Council Member Pettis spoke on working at the Veterans Hospital and on honoring Veterans.

Council Member Buley spoke on having a meeting with staff regarding the Tennis Center, spoke on Veterans Day, spoke on the Arts Commission idea for honoring America's 250-year history, spoke on the budget, and spoke on reconsidering the implementation of the Climate Action Plan and the budget.

Council Member Gameros spoke on parking issues in residential areas and thanked staff for resolving the issue and praised the Someone Cares Soup Kitchen and Adam Ereth for their services.

Council Member Marr spoke on the Freedom Committee, spoke on the 50th anniversary of women being allowed to attend military service academies, and spoke in honor of Veterans Day, congratulated and thanked residents for organizing the "bike bus" for residents to bike safely together, spoke on a meeting on Thursday, November 6th at Costa Mesa High School's is a safe routes to school and Fairview Road meeting, and requested to adjourn the meeting in honor of Gabriel Garcia-Aviles who was detained by ICE and passed away on October 23rd.

Mayor Pro Tem Chavez thanked students for attending the meeting, spoke on elections, democracy, and the importance of voting, requested to adjourn in honor of Christopher Aldana, and spoke on the Fairview Park Master Plan will be considered at the November 18th City Council meeting and encouraged people to attend and speak.

Mayor Stephens spoke on the November 17th mayor's event at Muldoon's, spoke on Veterans Day and that City Hall was formerly the Santa Ana Air Base and how that contributed to the incorporation of the City of Costa Mesa, and spoke in memory of Christopher Aldana.

REPORT – CITY MANAGER – Ms. Gallardo-Daly spoke on honoring Veterans and on Veterans Day, spoke on upcoming events: November 6th joint workshop for safe routes to school and the Fairview Road improvement project, November 15th is a bicycle skills and safety workshop, and November 17th is a public scoping meeting on the Fairview Developmental Center Specific Plan.

REPORT – CITY ATTORNEY – Ms. Hall Barlow thanked the City Council and staff for their support during her partners surgery and thanked Veterans for their service.

CONSENT CALENDAR

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

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

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

ACTION:

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

2. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2743.

3. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of October 7, 2025.

4. COMPUTER SYSTEM REPLACEMENT PROGRAM

ACTION:

1. Authorized the use of the National Association of State Procurement Officials (NASPO) ValuePoint Cooperative Master Program Agreement with Dell Technologies.
2. Approved the purchase of 150 computer systems to replace existing end-of-life computers.
3. Authorized the Interim City Manager, or designee, to execute a purchase order with Dell Technologies in the amount of \$220,349.

5. 2027 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

ACTION:

City Council adopted Resolution No. 2025-43, approving projects for inclusion in the Orange County Transportation Authority's (OCTA) Federal Transportation Improvement Program (FTIP) for Fiscal Years 2026-27 through 2031-32.

6. AWARD OF THE COSTA MESA FIRE STATION NO. 3 ABOVE GROUND STORAGE TANK INSTALLATION, CITY PROJECT NO. 25-12

ACTION:

1. Awarded a Public Works Agreement (PWA) in the amount of \$409,996 to Fleming Environmental, Inc., Fullerton, CA, to install a new above ground diesel storage tank, fuel management solution, and accompanying items at the Costa Mesa Fire Station No. 3.
2. Authorized an additional ten percent (10%) contingency in the amount of \$41,000 as needed for any unforeseen costs related to the project.

3. Authorized the Interim City Manager and the City Clerk to execute the PWA and any future amendments to the agreement within Council authorized limits.

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

PUBLIC HEARINGS:

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

1. **ORDINANCE AMENDING TITLE 5: BUILDINGS AND STRUCTURES AND TITLE 7: FIRE PROTECTION AND PREVENTION OF THE COSTA MESA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING SPECIFIED APPENDICES AND LOCAL AMENDMENTS, AND ADOPTING THE ORANGE COUNTY GRADING AND EXCAVATION CODE AND ASSOCIATED SUPPLEMENTS**

Presentation by Mr. Doudar, Building Official, and Mr. Bohr, Fire Marshall.

Public Comments: None.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve staff recommendation with a change in sections 1207.4.1 and 1207.11.5.1, electrical disconnects shall be 6 feet instead of 36 inches of the main electrical service disconnecting means.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. Conducted a public hearing and introduced Ordinance No. 2025-08 for first reading to amend Title 5 and Title 7 of the Costa Mesa Municipal Code to:
 - a. Adopt by reference the 2025 California Building Standards Code, as locally amended, and the current edition of the Orange County Grading and Excavation Code
 - b. Repeal the City's prior adoption of the 2022 code editions
 - c. Set an effective date of January 1, 2026
2. Adopted Resolution No. 2025-44 of the City Council of the City of Costa Mesa, California, setting forth findings of local climatic, geological, and topographical conditions within the City of Costa Mesa to support certain local amendments to the California Building Code, California Residential Code, California Fire Code, and California Wildland-Urban Interface Code.
3. Found that this action is not a project under CEQA Guidelines §15378(b) and, alternatively, is exempt under §15061(b)(3).

Minutes – Regular Meeting November 4, 2025 Page 5 of 10

City Council recessed into break at 7:46 p.m.

City Council reconvened at 7:56 p.m.

2. AMENDMENT TO THE LAND USE ELEMENT OF THE CITY'S GENERAL PLAN TO PROVIDE CONSISTENCY WITH THE SIXTH CYCLE (2021-2029) HOUSING ELEMENT - PCTY-25-0004

Presentation by Ms. Dacey, Principal Planner, Ms. McGill, Planning and Sustainability Manager.

Public Comments:

Cynthia McDonald, Costa Mesa, spoke on transparency and public noticing requirements, and spoke against City Council consideration of the item until a full environmental review is completed.

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: Council Member Pettis.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

City Council adopted Resolution No. 2025-45 to adopt the amendments to the Land Use Element of the City's General Plan to provide consistency with the Sixth Cycle Housing Element and associated California Environmental Quality Act (CEQA) environmental determination.

OLD BUSINESS:

1. AMENDMENT NO. 7 TO AGREEMENT NO. C-5-3612 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF COSTA MESA FOR THE I-405 IMPROVEMENTS PROJECT

Presentation by Mr. Sethuraman, Public Works Director.

Public Comments:

Jay Humphrey, Costa Mesa, noted that underneath the 405 freeway on Harbor Blvd there are three dips that need to be repaired, and suggested the light at Gisler be investigated for repair.

MOVED/SECOND: Mayor Stephens/Council Member Reynolds

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. Approved Amendment No. 7 to Agreement No. C-5-3612 between Orange County Transportation Authority (OCTA) and the City of Costa Mesa for the I-405 Improvements Project and authorized the Mayor and the City Clerk to execute the agreement.
2. Appropriated \$1,989,000 in compensation towards Pavement Mitigation I-405 Project.

NEW BUSINESS:

1. CONSIDERATION OF AN ORDINANCE TO REQUIRE STAFFING AT SELF-SERVICE CHECKOUT STATIONS

Presentation by Mr. Barkman, Government Affairs Manager.

Public Comments:

Brian Baxley, union representative, spoke in support of the ordinance.

Matt Walters spoke in support of the ordinance and presented a petition signed by 179 workers in support of the ordinance.

Vincent Chavez spoke in support of the ordinance.

Jose Espinoza spoke in support of the ordinance.

Jackie Weber, Development Director for Clergy and Laity United for Economic Justice, spoke in support of the ordinance.

Sean Drexler, Clergy and Laity United for Economic Justice, spoke in support of the ordinance.

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

Tim James, California Grocers Association, requested to be a part of the discussion, spoke on statistics, spoke in opposition to the ordinance, noted that similar proposals died in the state legislature and goes beyond what has been ratified in the collective bargaining agreements.

Andrew Barnes, spoke on the issue being a business issue and not a municipal ordinance issue, and spoke in opposition of the ordinance.

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

MOTION: Bring back an ordinance identical to the City of Long Beach's ordinance.

Council Member Pettis spoke on not supporting the motion due to government overreach.

Council Member Buley spoke on not supporting the motion due to government overreach.

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

MOTION: Bring back an ordinance identical to the City of Long Beach's ordinance.

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 Buley and Council Member Pettis.

Absent: None.

Abstain: None.

Motion carried: 5-2

ACTION:

City Council provided direction to staff to bring back an ordinance identical to the City of Long Beach's ordinance for consideration.

2. HOUSING ELEMENT REZONING (NEIGHBORHOODS WHERE WE ALL BELONG) PUBLIC ENGAGEMENT UPDATE

Presentation by Ms. Halligan, Senior Planner and Cathrine Tang Saez, Consultant with Dudek.

Public Comments:

Alex Tourje, Costa Mesa, spoke on participation and appreciated the process, and supports additional housing.

Sebastian Ayala, Costa Mesa, spoke on cooperation between the Newport Mesa Police Department and the Costa Mesa Police Department on gang related activity and combatting the issue, and spoke on cooperation between the entities.

Speaker, spoke on the RNHA process, spoke on the comment process at the community meetings, spoke on development, and expressed concerns on parking and the height of buildings.

Cynthia McDonald, Costa Mesa, spoke on the community meetings, expressed concerns on the workshops and the moderator, spoke on public participation, and supports an advisory committee.

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

MOTION: Receive and file the report.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council received filed the report.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting to Closed Session at 9:57 p.m. in honor and memory of Christopher Aldana and Gabriel Garcia-Aviles.

Closed Session adjourned at 11:05 p.m. and there was no reportable action taken.

Minutes adopted on this 20th day of January, 2026.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



REGULAR CITY COUNCIL AND HOUSING AUTHORITY NOVEMBER 18, 2025 - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr (arrived 4:05 p.m.), Council Member Pettis, Council Member Reynolds (arrived 4:04 p.m.), and Mayor Stephens.

Absent: Mayor Pro Tem Chavez.

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 LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6 (a)
Agency Designated Representative: Kimberly Hall Barlow, City Attorney.
Unrepresented Employee: City Manager
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6, (a)
Agency Designated Representative: Cecilia Gallardo-Daly, Interim City Manager
Name of Employee Organization: Costa Mesa City Executive Unit
4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Juan David Veramancini and Rodrigo Torresmarini vs. County of Orange; City of Costa Mesa, et al.
United States District Court, Central District of California, Case No. 8:22-cv-01501-FWS (JDEx)

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: City of Costa Mesa; People of State of Cal. v. D'Alessio Investments LLC, et al.

440 Fair Dr. and 1779 Newport Blvd.

Orange County Superior Court Case No. 30-2020-01170520

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: D'Alessio Investments LLC v. City of Costa Mesa

Orange County Superior Court Case No. 30-2020-01132646

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: D'Alessio v. City of Costa Mesa, et al.,

United States District Court, Central District of CA, Case No. 8:25-cv-00679-DOC-DFM

8. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: City of Costa Mesa v. D'Alessio; 1963 Wallace Ave.

Orange County Superior Court Case No. 30 2020 01133479

9. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

APN: 427-091-12; Property: 3175 Airway Ave., Costa Mesa, CA 92626

Agency Negotiators: Cecilia Gallardo-Daly, Interim City Manager

Under Negotiation: Price and Terms of Payment

City Council recessed at 4:03 p.m. for Closed Session.

Closed Session adjourned at 5:50 p.m.

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

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

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Christine Nolf, Redemption Church.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez (Via Zoom Webinar from Juarez Jalisco, Pursuant to CA Government Code 54953(b)(2)), and Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Wendy Simao expressed concerns regarding noise issues associated with The 12 gym and indicated the establishment has been leaving the doors open.

Jay Humphrey, Costa Mesa, thanked the City staff for repairing the dips on Harbor Blvd.

Geoff West, Costa Mesa, thanked the City Council for recognizing Veterans, and expressed gratitude to the City Council.

Scott Nestel, Costa Mesa, requested clarification on the parking tickets issued to him and if they could be waived.

Brooke Grey spoke in support of posting Know Your Rights resources.

Speaker, spoke in support of posting Know Your Rights resources and adding the California Labor Commissioner information to the webpage.

Roberto Herrera, Resilience Orange County, spoke in support of posting Know Your Rights resources, requested more funding for the Enough For All fund, requested an update on the crosswalk at Center Street and Placentia Avenue, and requested to incorporate into the budget virtual outreach and Spanish outreach.

Christian Lopez, Resilience Orange County, spoke in support of previous comments.

Juana Trejo, spoke on a hit and run traffic accident, requested options for reducing drivers speeds, and thanked the City Council and the constituent services team.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Pettis wished everyone Happy Thanksgiving and expressed gratefulness to be able to serve as a Council Member.

Council Member Buley thanked Shirley McDaniels for highlighting Jamboree Housing Company and financial issues in Huntington Beach, and requested staff to monitor.

Council Member Gameros spoke on giving thanks and providing to those in need, and spoke on Someone Cares Soup Kitchen and the need for volunteers.

Council Member Marr reported that the Enough For All funds have supported 65 families so far and requested an update on the funds provided to Someone Cares Soup Kitchen and an update on an ethics policy, requested an update on a rental registry, and requested an update on the Jamboree Housing financing, spoke on the Safe Routes to School and Fairview Avenue improvement project community meeting, and congratulated Neat Coffee on celebrating their 10 year anniversary.

Council Member Reynolds requested an update on an ethics policy, spoke on supporting those in the community who are vulnerable, spoke on attending a housing forum regarding the work carried out with the city, spoke on a bike ride in remembrance for road traffic victims, requested regular reporting to City Council on traffic collisions, spoke on online surveys for the Safe Routes to school grant, and provided an update on the Center Street crosswalk project.

Mayor Pro Tem Chavez spoke on the ROP program at Estancia High School and speaking with the students, thanked Flo Martin and Michael Nolf for their comments on 19th Street bike path changes, requested an update on the Center Street crosswalk, suggested auditing both Someone Cares Soup Kitchen and Enough For All at the same time.

Mayor Stephens thanked those who came to his recent event, spoke on promoting Know Your Rights, spoke on the basket brigade event in the City Hall parking lot on Sunday, November 23rd to provide thanksgiving baskets, and thanked Geoff West for his comments.

REPORT – CITY MANAGER – Ms. Gallardo-Daly spoke on the upcoming rainstorm and that free sandbags are available to residents of the City, spoke on Hunger and Homelessness Awareness Week, spoke on opening the inclement weather shelter during the rainstorm, and spoke on the Senior Grocery program at the Senior Center.

REPORT – CITY ATTORNEY – Ms. Hall Barlow reported that referrals for both groups designated for legal defense funds are being made and there are no reports yet on those assisted, reported that she spoke to the Jamboree Housing attorney, and they will provide a current pro forma.

CONSENT CALENDAR

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve the Consent Calendar except for Consent Calendar Item No. 6.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

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

Motion carried: 7-0

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

ACTION:

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

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Shea Weston.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2744.

4. ACCEPTANCE OF THE GREENVILLE-BANNING CHANNEL HYDRODYNAMIC SEPARATOR INSTALLATION PROJECT, CITY PROJECT NO. 25-02

ACTION:

1. City Council accepted the work performed by Zusser Company Inc., 528 Palisades Drive, Suite 504, Los Angeles, California 90272, for the Greenville-Banning Channel Hydrodynamic Separator Installation Project, and authorized the City Clerk to file the Notice of Completion.
2. Authorized the Interim City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.

5. REJECT SOLE BID FOR THE SEWER PIPE RELINE PROJECT, CITY PROJECT NO. 25-14

ACTION:

City Council rejected the sole bid received for the Sewer Pipe Reline Project, City Project No. 25-14 and authorized staff to re-advertise the project.

ITEMS PULLED FROM THE CONSENT CALENDAR

6. ADOPTION OF ORDINANCE NO. 2025-08 - AMENDING TITLE 5: BUILDINGS AND STRUCTURES AND TITLE 7: FIRE PROTECTION AND PREVENTION OF THE COSTA MESA MUNICIPAL CODE; ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING SPECIFIED APPENDICES AND LOCAL AMENDMENTS, AND ADOPTING THE ORANGE COUNTY GRADING AND EXCAVATION CODE AND ASSOCIATED SUPPLEMENTS

Ms. Hall Barlow, City Attorney, clarified that the distance requirements from the disconnect will be amended in both sections of the ordinance.

Public Comments: None.

MOVED/SECOND: Council Member Marr/Mayor Stephens

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council adopted Ordinance No. 2025-08 to:
 - Amend Titles 5 and 7 of the Costa Mesa Municipal Code;
 - Adopt by reference the 2025 California Building Standards Code, as locally amended, and the current Orange County Grading and Excavation Code;
 - Repeal the City's prior adoption of the 2022 editions; and
 - Set an effective date of January 1, 2026.

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

PUBLIC HEARINGS: NONE.

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

OLD BUSINESS: NONE.

NEW BUSINESS:

1. DRAFT FAIRVIEW PARK MASTER PLAN UPDATE: DISCUSSION AND APPROVAL OF RECOMMENDATIONS

Staff presentation by Mr. Gruner, Parks and Community Services Director, Kelly Dalton, Fairview Park Administrator, Travis Brooks with Land IQ Biologist, and Jenny Cell with Moore, Iacofano, Goltsman, Inc. (MIG).

Kohl Crecelius, Fairview Park Steering Committee Chair, provided a presentation.

Matt Garcia, Harbor Soaring Society President, provided a presentation.

City Council recessed into a break at 9:06 p.m.

City Council reconvened at 9:18 p.m.

Public Comments:

Vida Underwood, Costa Mesa, spoke in support of concerts in the park, flying planes, and riding bikes, and spoke on the wildlife thriving in the park.

Annie Erickson, Costa Mesa, spoke on keeping Fairview Park the same, spoke in support of riding bikes and flying planes.

Speaker, spoke in support of riding bikes and flying planes, spoke in support of Harbor Soaring Society, and spoke in opposition of the Master Plan.

Bill Erickson, Costa Mesa, spoke on keeping Fairview Park the same, spoke in support of riding bikes and in support of the Harbor Soaring Society.

Josh Guesman, Orange County Model Engineers President, spoke on behalf of the 318 members in support of the Master Plan and will work in coordination with the city and assist wherever is needed.

Kari Nieblas Vozenilek, Costa Mesa, spoke in opposition to the Master Plan as it reduces active uses in the park.

Jennifer Thomas, Costa Mesa, Fairview Park Steering Committee, spoke in support of the Master Plan.

Sergio Tellez, Coastal Corridor Alliance, spoke in support of the Master Plan and supports the incorporation of the recommendations from the Parks and Community Services Commission and the Fairview Park Steering Committee.

Hank Castignetti, Orange County Model Engineers, spoke in support of the Master Plan.

Shannon Wingfield, Tribal Secretary of the Juaneño Band of the Mission Indians Acjahemen Nation, spoke in strong support of the Master Plan, supports recommendation no. 6 to relocate the fly field and spoke on recommendation no. 18 as the tribe was not consulted.

Scott Thomas, Sea & Sage Audubon Society, spoke in support of the Master Plan.

Jim Erickson, Costa Mesa, spoke on Measure AA and in support of the active transportation plan and biking in the park.

Bridget Duffin, Costa Mesa, spoke in support of the Master Plan.

Jacob Underwood, Costa Mesa, Harbor Soaring Society, spoke in support of the fly field.

Dr. Kelly Anne Brown, Costa Mesa, Parks and Community Services Commission Chair, spoke in support of the Master Plan, spoke on fiscal responsibility, and that both the Fairview Park Steering Committee and the Parks and Community Services Commission support adoption of the plan.

Speaker, spoke in support of flying airplanes in the park.

Bill McCarty, Costa Mesa, spoke in support of the Master Plan.

Dan Vozenilek, Costa Mesa, spoke in support of flying airplanes in the park.

Julie Kennedy, spoke in support of the Master Plan.

Speaker, spoke on the trails being fenced off and requested to keep nature pristine without fencing.

Speaker, Costa Mesa, spoke in support of the Master Plan.

Debby Koken, Costa Mesa, spoke in support of the Master Plan and in support of science.

Speaker, spoke in support of the Master Plan.

Connie Chang, spoke in support of the Master Plan.

Kim Hendricks, Fairview Park Alliance President, spoke in support of the Master Plan, suggested to change the name to Fairview Nature Park, spoke on endangered species, and allowing bikes on identified trails.

Speaker, spoke in support of the fly field and in support of Harbor Soaring Society.

Jay Humphrey, Costa Mesa, spoke in support of the Master Plan with moving the fly field and changing the name.

Terry Koken, spoke in support of the Master Plan, a science-based analysis, and in support of the Orange County Model Engineers.

Cynthia McDonald, Costa Mesa, spoke in support of the Master Plan, moving Harbor Soaring Society out of the park, supports more enforcement, signage, and renaming the park to Fairview Nature Preserve.

James Jones, Costa Mesa, spoke on communicating with the correct tribe, expressed concern on the state of the park, and that the City should be stewards of the park.

Rick Huffman, Costa Mesa, spoke in support of the Master Plan.

Andy Campbell spoke in support of the Master Plan, and in support of Harbor Soaring Society moving out of Fairview Park.

Dean Johnson, Orange County Model Engineers, spoke in support of Harbor Soaring Society.

Speaker, spoke in support of Harbor Soaring Society.

Larry Courter, Costa Mesa, spoke in support of the park.

Cristian Garcia Arcos spoke in support of the Master Plan.

Paul Wagner, Coastal Corridor Alliance, spoke in support of the Master Plan.

Speaker, spoke in support of the Master Plan.

Speaker, inquired whether the flying field, currently an established use in the park is able to be removed under the AA analysis, noted that a vernal pool was identified underneath the tracks of the Railroad, noted that significant time is being spent on a small club, and requested more clarity on the process.

Sara Rodelo, Costa Mesa, Waldorf School Administrator, spoke in support of the Master Plan and provided a petition with 500 signatures in support of the plan.

Eric Roberts, former Chair of the Fairview Park Steering Committee, spoke in support of the Master Plan.

John Rittenhouse, Costa Mesa, spoke in support of Harbor Soaring Society.

Speaker, spoke in support of the Master Plan.

David Martinez, Costa Mesa, Costa Mesa Alliance for Better Streets, spoke on amending the plan so that bicycles are allowed on identified trails, in line with the circulation element of the general plan.

Michael Moses Nolf, Costa Mesa, spoke in opposition to the current draft plan and in support of bike riding at the park.

Speaker, spoke in support of the Master Plan.

Dan Noon spoke in support of Harbor Soaring Society.

John Carter, Costa Mesa, spoke in support of Harbor Soaring Society and bike riding, and in opposition of the Master Plan.

Priscilla Rocco spoke in support of the Master Plan.

Melanie Schlotterbeck, Coastal Corridor Alliance, spoke in support of the Master Plan.

Roberto Herrera, Parks and Recreation Commission Chair for the City of Santa Ana, spoke in support of the Master Plan.

Henry Smith spoke in support of Harbor Soaring Society.

Patrick Flynn, Costa Mesa, spoke in opposition of the current draft of the Master Plan.

MOVED/SECOND: Mayor Stephens/Council Member Marr

MOTION: Close public comments and continue the item to the December 2, 2025 City Council meeting.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council received public comments and reviewed the Draft Fairview Park Master Plan Update prepared by consultant Moore, Iacofano, Goltsman, Inc. (MIG).
2. Continued the item to the December 2, 2025 City Council meeting.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 11:28 p.m.

Minutes adopted on this 20th day of January, 2026.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY DECEMBER 2, 2025 - MINUTES

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

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr (arrived at 5:00 p.m. Via Zoom Webinar, from Arlington Virginia), Council Member Pettis, Council Member Reynolds (arrived at 4:15 p.m.), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6 (a)
Agency Designated Representative: Cecilia Gallardo-Daly, Interim City Manager
Name of Employee Organization: Costa Mesa City Employees Association (CMCEA)
2. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6 (a)
Agency Designated Representative: Cecilia Gallardo-Daly, Interim City Manager
Name of Employee Organization: Costa Mesa Division Managers Association (CMDMA)
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to California Government Code Section 54957.6 (a)
Agency Designated Representative: Cecilia Gallardo-Daly, Interim City Manager
Name of Employee Organization: Costa Mesa City Executive Unit
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - THREE CASES**
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
5. **CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.

6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

8. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

9. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

10. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION

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

11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa v. Ohio House LLC
Orange County Superior Court, Case No. 30-2020-01146835-CU-OR-CJC

City Council recessed at 4:03 p.m. for Closed Session.

Closed Session adjourned at 5:56 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:10 p.m.

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

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Phil Eyskens, Lighthouse Church.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr (Via Zoom Webinar, from Arlington Virginia, excused at 9:35 p.m.), Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – Ms. Hall Barlow reported no reportable action was taken and direction was given. Ms. Hall Barlow commented on a social media item stating that the city has failed to move forward with immigration defense agreements. Ms. Hall Barlow stated that the statement is incorrect, and that immigration legal defense are already representing a number of Costa Mesa residents, and stated that a website is available for residents to donate additional funding for the services.

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Jay Humphrey, Costa Mesa, wished everyone Happy Holidays and best wishes, and spoke on an Orange County Register article that reported inaccurate public commenters on the Fairview Park item.

Speaker, Costa Mesa, thanked City Council and staff for the legal defense funds, inquired on the contract and how to access the funds, spoke on Gabriel Garcia-Aviles and if the city has contacted the family, and spoke on the funding for the Someone Cares Soup Kitchen.

Speaker, spoke on Project Based Learning and invited City Council to visit International School for Science and Culture (ISSAC) School.

Natalie Foley, requested the accessibility of immigrant resources on the website to be updated, and more visibility on the website regarding Know Your Rights.

Kim Hendricks, representing Fairview Park Alliance, advertised the Fairview Park calendar is available with a \$20 donation, and spoke on volunteer opportunities with the Alliance.

Haley Horton, Costa Mesa, spoke on the impact of ICE raids and requested the website be updated with Know Your Rights information.

Cynthia McDonald, Costa Mesa, requested to reopen the public hearing for additional public comments on the Fairview Park Master Plan.

Speaker, Costa Mesa, requested more information on the website regarding Know Your Rights, and suggested having the information available in public spaces such as bus stops and libraries, and to have Know Your Rights packets be made available for businesses in the community.

Padmini Srinivasan Hands, Principal and Executive Director of International School for Science and Culture (ISSAC) School spoke on being thankful for being a part of Costa Mesa and is grateful for City Councils support, spoke on Project Based Learning and Human Rights, and spoke on celebrating culture.

Speaker, requested an update on the legal defense funds, requested the city share the contracts, and inquired on the plan to share the information with the community.

Hank Castignetti, Orange County Model Engineers, invited City Council and residents to visit on December 20th and 21st to visit Santa and Mrs. Claus and the Grinch at the train, and spoke on partnering with Sparks of Love Toy Drive.

Speaker, thanked City Council for the work done over the past year, requested another dog park and to upgrade the current one, and requested to adjourn the meeting in honor of Mr. Surratt of Surratt Car Wash.

Speaker, Costa Mesa, requested an update on efforts to improve visibility of Know Your Rights information and requested information on how immigrant defense funds are being disseminated.

Speaker, spoke on ICE enforcement, spoke on immigration, and open borders, and spoke on affordable housing mandates.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Buley spoke in support of an additional dog park, spoke on one year of being on the Council, spoke on visiting the Orange County Christian Learning Center, spoke on attending the Segerstrom tree lighting event, and thanked staff for their support.

Council Member Gameros thanked staff for their work and support, requested clarification regarding the funds for Someone Cares Soup Kitchen, and wished everyone Happy Holidays.

Council Member Marr spoke on attending the firefighter's promotion ceremony and thanked staff for their support.

Council Member Reynolds spoke on a Coastkeeper's event on Monday, December 8th at the Library regarding oil drilling off the coast, spoke on the Historical Society walking tour on Sunday, December 14th, spoke on supporting community members that are afraid, spoke on having resources on the website easily accessible, and spoke on the budget process, and encouraged everyone to shop local.

Council Member Pettis spoke on attending the firefighter's promotion ceremony, and wished everyone a Merry Christmas.

Mayor Pro Tem Chavez spoke on visiting International School for Science and Culture (ISSAC) School, spoke on updating the content on the website regarding Know Your Rights, and invited everyone to visit Snoopy House.

Mayor Stephens thanked Sergio Escobar for his work on the Basket Brigade event, spoke on attending the 100th birthday celebration of Shirley Foster, spoke on attending the firefighter's promotion ceremony, spoke on Snoopy House, spoke on updating the website for Know Your Rights information, spoke on donating monies to the Immigration Defense Fund, and wished everyone a Merry Christmas.

REPORT – CITY MANAGER – Ms. Gallardo-Daly reported that Snoopy House is returning to City Hall December 12th -19th and thanked the Estancia High School Students for assisting with rebuilding the sets, spoke on updating the Know Your Rights information on the website, and wished everyone Happy Holidays.

REPORT – CITY ATTORNEY – Ms. Hall Barlow reported on the legal defense funds and that direction was to enter into agreements with Public Law Center and Immigration Defenders, reported the Public Law Center agreement is final and they are accepting clients, and the Immigration Defenders agreement is being finalized and they have been accepting clients, contact information is available on the website, clarified that the money does not go to individuals, it goes to the providers of the services, individuals in need should contact Public Law Center or Immigration Defenders for legal services, and clarified that clients information is confidential.

CONSENT CALENDAR

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

MOTION: Approve the Consent Calendar except for Consent Calendar Item Nos. 7 and 9.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

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

Motion carried: 7-0

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

ACTION:

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

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Jonathan Barillas, Jeffrey Brian Magy, Kyle Samuelson.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2745.

4. REVIEW AND APPROVE RECOMMENDED CITY COUNCIL MEETING CALENDAR FOR 2026

ACTION:

Reviewed and approved the City Council Meeting Calendar for 2026.

5. AUTHORIZE THE USE OF SOURCEWELL'S NATIONAL COOPERATIVE AGREEMENT WITH NATIONAL AUTO FLEET FOR THE PURCHASE OF EIGHT (8) ALLMAND PORTABLE LIGHT TOWERS

ACTION:

1. City Council authorized the use of Sourcewell's Cooperative Agreement No. 091521-NAF with National Auto Fleet Group for the purchase of eight (8) Allmand GR Series portable light towers.
2. Authorized the City Manager to execute the necessary documents for the purchase in the amount of \$109,897 through National Auto Fleet Group located at 490 Auto Center Drive, Watsonville, CA 95076.

6. AUTHORIZE THE USE OF A COOPERATIVE AGREEMENT WITH LONG BEACH BMW FOR THE PURCHASE OF FOUR NEW 2026 BMW R1300 RT-P POLICE MOTORCYCLES

ACTION:

1. City Council approved the purchase of four (4) new 2026 BMW R1300 RT-P police motorcycles based on pricing through a Goods Purchase Agreement between The City of San Bernardino and Long Beach BMW entered on June 25, 2025.
2. Authorized the City Manager to execute the necessary documents for the purchase in the amount of \$164,439 from Long Beach BMW Motorcycles located at 2125 E. Spring Street, Long Beach, CA 90806.

8. FREEWAY MAINTENANCE AGREEMENT AND AGREEMENT FOR SHARING COSTS OF STATE HIGHWAY ELECTRICAL FACILITIES

ACTION:

1. City Council approved Freeway Maintenance Agreement between the State of California Department of Transportation (Caltrans) and the City of Costa Mesa for the I-405 Improvements Project.
2. Approved the Agreement for Sharing Costs of State Highway Electrical Facilities between Caltrans and the City of Costa Mesa.
3. Authorized staff to accept any minor amendments to the agreements based on final review by all parties and for the Mayor and City Clerk to execute final agreements.

ITEMS PULLED FROM THE CONSENT CALENDAR

7. MEASURE M2 EXPENDITURE REPORT

Public Comments:

Jay Humphrey, Costa Mesa, spoke on the listing for a traffic signal at Belfast Avenue.

Cynthia McDonald, Costa Mesa, spoke on the listing for a traffic signal at Belfast Avenue.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council adopted Resolution No. 2025-46, approving the Measure M2 Expenditure Report and authorized staff to submit the report to the Orange County Transportation Authority (OCTA).

9. ADAMS AVENUE BICYCLE FACILITY PROJECT (FROM HARBOR BOULEVARD TO FAIRVIEW ROAD), FEDERAL PROJECT NO. STPL-5312(108), CITY PROJECT NO. 25-11

Presentation by Mr. Nikoui, Senior Engineer.

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council adopted plans, specifications, and working details for the Adams Avenue Bicycle Facility Project (From Harbor Boulevard to Fairview Road), Federal Project No. STPL-5312(108), City Project No. 25-11, and found the project categorically exempt from CEQA.
2. Approved a Public Works Agreement (PWA) in the amount of \$2,268,636, and a ten percent (10%) contingency in the amount of \$226,864 to Excel Paving Company, 2230 Lemon Avenue, Long Beach CA 90806.
3. Approved Professional Services Agreement (PSA) in the amount of \$241,374 and a ten percent (10%) contingency in the amount of \$24,137, to Z&K Consultants, Inc., 17130 Van Buren Blvd. #122, Riverside, CA 92504, for construction management and inspection support services for the Adams Avenue Bicycle Facility Project.
4. Authorized the City Manager and the City Clerk to execute the PWA and the PSA and any future amendments to the agreements within Council authorized limits.

-----**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 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**

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council opened the public hearing and continued the item to the February 3, 2026 meeting, pursuant to the applicants' request.

2. PUBLIC HEARING REGARDING THE DEVELOPMENT IMPACT FEES ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025, AND THE TRAFFIC IMPACT FEE ANALYSIS

Presentation by Ms. Molina, Finance Director and Mr. Martin, Transportation Services Manager.

Public Comments:

David Martinez spoke on Senate Bill 358 regarding mitigation impact fees.

MOVED/SECOND: Council Member Reynolds/Mayor Stephens

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council received and filed the Development Impact Fees Annual Report for the Fiscal Year ended June 30, 2025.
2. Adopted Resolution No. 2025-47 continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
 - Adopt a traffic impact fee of \$231 per Average Daily Trip (ADT) based on the Capital Improvement Projects in Attachment 4 and Active Transportation projects in the adopted Active Transportation Plan (ATP).
 - Approve allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.
 - Approve a five percent (5%) reduction in automobile trips as a result of ATP implementation and an additional five percent (5%) reduction in automobile trips for developments proposing to implement active transportation improvements beyond typical development requirements.

City Council recessed into a break at 7:50 p.m.

City Council reconvened at 8:12 p.m.

OLD BUSINESS:

1. DRAFT FAIRVIEW PARK MASTER PLAN UPDATE: DISCUSSION AND APPROVAL OF RECOMMENDATIONS

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Move forward with the Draft Master Plan and include the following:

- Bring the trails map into consistency with the Active Transportation Plan.
- The fly field can either stay in the current location or be moved to the proposed new location for the purpose of the CEQA analysis.
- Related to the tribal work:
 - Where the plan discusses interpretive programming, explicitly include collaboration and coordination with the tribes.
 - Regarding multi-lingual signage, include incorporation of tribal languages if supported by the tribes, and
 - On page 65 regarding cultural and tribal restoration to add language to establish on going communication and collaboration with the tribal advisory group.
- Direct staff to continue engagement with the tribal advisory group and bring back a proposal for council for ongoing relations with tribal governments, engagement for interpretive signage and other park programming, site access and use, and any other recommendations prioritized by the tribes.

SUBSTITUTE MOTION/SECOND: Council Member Buley/Mayor Stephens

SUBSTITUTE MOTION: Amend the 2008 Master Plan to include the following items from attachment 2 of the staff report:

- 8: Provide for a potential native plant growing space on the east side of Fairview Park in a location that avoids impacts to native habitat. The growing space shall be planned and designed in consultation with a qualified restoration ecologist.
- 16: Adopt the Maintenance, Operations, and Management Plan for Fairview Park, including the Invasive Species Management Plan for Fairview Park.
- 18: Provide continuing opportunities for tribal coordination and participation in the implementation of the Updated Fairview Park Master Plan.
- 19: Provide an ADA-accessible pathway from the main parking lot to the existing paved multi-purpose path west of the main parking lot.
- 24: Incorporate a native pollinator area to attract butterflies and other pollinators. The native pollinator area would replace the ornamental vegetation including invasive species currently located in the planter area.
- 25: Based on community input - consider renaming the site to reflect the site's natural and cultural resources.

Council Member Gameros requested to amend the substitute motion to include moving the flying field to the east side of the park as long as it does not trigger Measure AA.

Council Member Buley (1st) did not agree to the change.

Council Member Reynolds clarified that the staff recommendation is to move the flying field to the east side of the park and agreed to make the change to the original motion.

Mayor Pro Tem Chavez noted that he does not support the substitute motion due to the flying field remaining at its current location.

SUBSTITUTE MOTION/SECOND: Council Member Buley/Mayor Stephens

SUBSTITUTE MOTION: Amend the 2008 Master Plan to include the following items from attachment 2 of the staff report:

- 8: Provide for a potential native plant growing space on the east side of Fairview Park in a location that avoids impacts to native habitat. The growing space shall be planned and designed in consultation with a qualified restoration ecologist.
- 16: Adopt the Maintenance, Operations, and Management Plan for Fairview Park, including the Invasive Species Management Plan for Fairview Park.
- 18: Provide continuing opportunities for tribal coordination and participation in the implementation of the Updated Fairview Park Master Plan.
- 19: Provide an ADA-accessible pathway from the main parking lot to the existing paved multi-purpose path west of the main parking lot.
- 24: Incorporate a native pollinator area to attract butterflies and other pollinators. The native pollinator area would replace the ornamental vegetation including invasive species currently located in the planter area.
- 25: Based on community input - consider renaming the site to reflect the site's natural and cultural resources.

The motion failed by the following roll call vote:

Ayes: Council Member Buley, Council Member Pettis, and Mayor Stephens.

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

Absent: None.

Abstain: None.

Motion failed: 3-4

Council Member Gameros requested the original motion be restated.

Council Member Reynolds restated the original motion and added the inclusion of speed limits for biking and to move the flying field to the east side of the park.

ORIGINAL MOTION/SECOND: Council Member Reynolds/Council Member Marr

ORIGINAL MOTION: Move forward with the Draft Master Plan and include the following:

- Bring the trails map into consistency with the Active Transportation Plan.
- Speed limits for biking.
- The fly field be moved to the proposed new location on the east side of the park.
- Related to the tribal work:
 - Where the plan discusses interpretive programming, explicitly include collaboration and coordination with the tribes.
 - Regarding multi-lingual signage, include incorporation of tribal languages if supported by the tribes, and
 - On page 65 regarding cultural and tribal restoration to add language to establish on going communication and collaboration with the tribal advisory group.

The motion carried by the following roll call vote:

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

Nays: Council Member Buley, Council Member Pettis, and Mayor Stephens.

Absent: None.

Abstain: None.

Motion carried: 4-3

ACTION:

1. City Council reviewed and discussed the Draft Fairview Park Master Plan Update prepared by consultant Moore, Iacofano, Goltsman, Inc. (MIG); and
2. Provided the following direction on the Draft Fairview Park Master Plan Update for inclusion in the final Fairview Park Master Plan Update for adoption:
 - Bring the trails map into consistency with the Active Transportation Plan.
 - Speed limits for biking.
 - The fly field be moved to the proposed new location on the east side of the park.
 - Related to the tribal work:
 - Where the plan discusses interpretive programming, explicitly include collaboration and coordination with the tribes.
 - Regarding multi-lingual signage, include incorporation of tribal languages if supported by the tribes, and
 - On page 65 regarding cultural and tribal restoration to add language to establish on going communication and collaboration with the tribal advisory group.

MOVED/SECOND: Council Member Reynolds/Mayor Stephens

MOTION: Direct staff to continue engagement with the tribal advisory group and bring back a proposal to council for ongoing relations with tribal governments, engagement for interpretive signage and other park programming, site access and use, and any other recommendations prioritized by the tribes.

The motion carried by the following roll call vote:

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

Nays: Council Member Pettis.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

1. City Council directed staff to continue engagement with the tribal advisory group and bring back a proposal to council for ongoing relations with tribal governments, engagement for interpretive signage and other park programming, site access and use, and any other recommendations prioritized by the tribes.

NEW BUSINESS:

1. **AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWPORT BEACH FOR USE OF BEDS AT THE COSTA MESA BRIDGE SHELTER**

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comments: None.

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

MOTION: Approve staff recommendation.

Council Member Reynolds requested adding a section that the City of Newport Beach shall be responsible for housing or relocating any Newport Beach residents who remain at the shelter at the conclusion of the agreement.

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

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

MOTION: Approve staff recommendation and include a sentence or section that the City of Newport Beach shall be responsible for housing or relocating any Newport Beach residents who remain at the shelter at the conclusion of the agreement.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Marr.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council approved Amendment No. 2 to the Memorandum of Understanding with the City of Newport Beach, reducing their allocation of beds at the Costa Mesa Bridge Shelter from twenty-five (25) to twenty (20) and adjusting their associated costs, accordingly and include that the City of Newport Beach shall be responsible for housing or relocating any Newport Beach residents who remain at the shelter at the conclusion of the agreement.

2. **PROVIDE DIRECTION TO STAFF TO EXPLORE TWO CITY BALLOT INITIATIVES PERTAINING TO TRANSIENT OCCUPANCY TAX AND BUSINESS LICENSE TAX**

Presentation by Ms. Molina, Finance Director and Mr. Diminich, Finance Officer.

Public Comments:

David Martinez, Costa Mesa, inquired on why these specific items were chosen.

MOVED/SECOND: Mayor Stephens/ Mayor Pro Tem Chavez

MOTION: Approve staff recommendation.

SUBSTITUTE MOTION/SECOND: Council Member Buley/Council Member Pettis

SUBSTITUTE MOTION: Direct staff to explore Transient Occupancy Tax (TOT) only.

The motion failed by the following roll call vote:

Ayes: Council Member Buley and Council Member Pettis.

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

Absent: Council Member Marr.

Abstain: None.

Motion failed 2-4

ORIGINAL MOTION/SECOND: Mayor Stephens/ Mayor Pro Tem Chavez

ORIGINAL MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: Council Member Buley and Council Member Pettis.

Absent: Council Member Marr.

Abstain: None.

Motion carried: 4-2

ACTION:

City Council provided direction to staff to explore placement of potentially two ballot measures in the November 2026 elections to consider an increase in the City of Costa Mesa's Transient Occupancy Tax (Hotel tax) and a Business License Tax.

3. EMPLOYMENT AGREEMENT FOR CITY MANAGER

Presentation by Ms. Hall Barlow, City Attorney.

Public Comments: None.

MOVED/SECOND: Council Member Gameros/Mayor Stephens

MOTION: Approve staff recommendation and include revising section 2(d) stating that the City Manager and City Council will agree on performance goals.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Marr.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council approved the agreement with Cecilia Gallardo-Daly to serve as City Manager commencing December 2, 2025.

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND

SUGGESTIONS – NONE.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 10:35 p.m. in honor and memory of Mr. Surratt.

Minutes adopted on this 20th day of January, 2026.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-622

Meeting Date: 1/20/2026

TITLE:

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

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

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

BACKGROUND:

On March 18, 2025, City Council awarded a construction contract for \$335,000 to CIR for the Police Department Floor Replacement Project, City Project 24-05.

The scope of work for this project consisted of removing the existing flooring in the basement hallway and the east wing of the first floor and replacing it with new vinyl tile, placing new vinyl tile over all other existing flooring on all floors, and removing all existing carpeting and replacing it with new carpeting on all floors. In addition, the existing gym flooring was replaced, the rubber stair tread on the south stairwell was replaced, the rubber base throughout the entire facility was replaced, and the jail office flooring was removed and replaced with vinyl tile.

ANALYSIS:

The contractor, CIR, completed all flooring demo and removal, floor sanding, cleaning and preparation, and floor, stairwell flooring, and rubber base installation two (2) weeks ahead of schedule. A separate contract completed the painting of the Police Department facility following flooring installation.

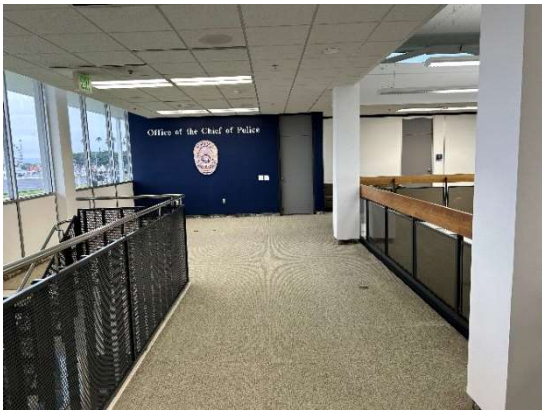
The work required by the project was completed on October 15, 2025, to the satisfaction of the Deputy Public Works Director and the City Engineer, with a final contract cost of \$335,000. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Approved Contract Cost:	\$335,000.00
Total Project Cost:	\$329,449.07
Final Quantity Adjustments:	\$ 0.00
Final Contract Cost:	\$329,449.07

Remaining Balance:	\$5,550.93
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As of this date, there are no Stop Notices filed against the monies due to CIR.



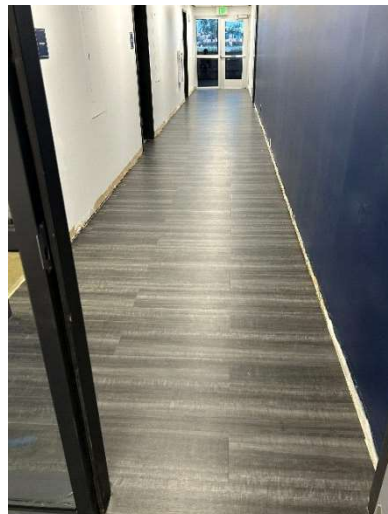
BEFORE



AFTER



BEFORE



AFTER



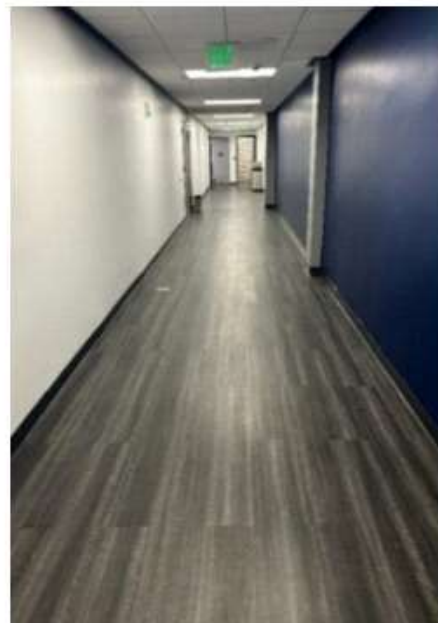
BEFORE



AFTER



BEFORE



AFTER

ALTERNATIVES:

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

FISCAL REVIEW:

The total cost of the Police Department Floor Replacement Project of \$329,449.07 was funded out of the Capital Improvement Fund (Fund 401).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This completed project supports the following City Council goal:

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

CONCLUSION:

Staff recommends the City Council:

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

ATTACHMENT 1

Payment to: Commercial Interior Resources
1761 Reynolds Avenue, Irvine, CA, 92614

PROJECT: Police Department Floor Replacement
CITY PROJECT 24-05

P.O. No. 18492

ACCOUNT NUMBER						AMOUNT ENCUMBERED	TOTAL EARNED TO DATE	RETENTION	OTHER MONIES WITHHELD(*)	PREVIOUS PAYMENT	AMOUNT DUE THIS ESTIMATE
A	500000	401	19500	50910	200017	\$335,000.00	\$329,449.07		\$ -	\$0.00	\$0.00
B	210300	401						\$0.00			\$0.00
					Total:	\$335,000.00	\$329,449.07	\$16,472.45	\$ -	\$0.00	\$0.00

Retention

Account	Previous Amount	This Estimate	Other Monies	Total
200017 Fund 401	\$16,472.45	\$0.00	\$0.00	\$16,472.45
Total:				\$16,472.45



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-613

Meeting Date: 1/20/2026

TITLE:

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

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES
DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

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

RECOMMENDATION:

1. Find 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. The Planning Commission recommends the City Council adopt 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. Therefore, staff recommends the City Council introduce for first reading, by title only, Ordinance No. 2026-XX approving Code Amendment PCTY-25-0007, amending the Zoning Code sections pertaining to two-unit SLO projects; and
3. Staff recommends the City Council adopt a resolution establishing a fee for two-unit ministerial SLO projects and reaffirming the same fee for Urban Lot Split projects.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

Item #: 25-613

Meeting Date: 1/20/2026

TITLE: 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

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CHRIS YEAGER, SENIOR PLANNER

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

RECOMMENDATION:

1. Find 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. The Planning Commission recommends the City Council adopt 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. Therefore, staff recommends the City Council introduce for first reading, by title only, Ordinance No. 2026-XX approving Code Amendment PCTY-25-0007, amending the Zoning Code sections pertaining to two-unit SLO projects; and
3. Staff recommends the City Council adopt a resolution establishing a fee for two-unit ministerial SLO projects and reaffirming the same fee for Urban Lot Split projects.

BACKGROUND:

Small Lot Subdivision Ordinance History

On April 1, 2014, the City adopted the first SLO (Ord. 14-04) in Orange County, which allows the subdivision of multi-family zoned lots into small, fee-simple parcels. The SLO applies to residential subdivisions of two to fifteen (2–15) units within the City's multi-family zones, which include: the Multiple-Family Residential District, Medium Density (R2-MD), the Multiple-Family Residential District, High Density (R2-HD), and the Multiple-Family Residential Districts (R3). The purpose and intent of the SLO was to promote attainable ownership housing by allowing more flexible development standards and maintenance mechanisms for underutilized multi-family lots, while staying within densities permitted by the General Plan.

The SLO was not intended to increase allowable density within multi-family zones, alter minimum parking requirements, or change the existing approval process for small subdivisions (Parcel/Tract Maps).

Since 2014, the SLO has been amended by the Council on three occasions. Below is a summary of the amendments (links are also provided):

- [April 21, 2015 \(Ord. 15-03\)](#): Revised side-yard setbacks from 10 feet to 5 feet to align with the R2-MD, R2-HD, and R3 development standards, and modified parking requirements to allow one (1) open parking space.
- [September 18, 2018 \(Ord. 18-10\)](#): Further amended the SLO to revise open space and second-floor setback requirements, allow two (2) open parking spaces, and update flag-lot driveway design standards.
- [December 7, 2021 \(Ord. 21-20\)](#): Council approved a technical code clean-up to the Zoning Code. As a result, the SLO was amended to eliminate the limitation that side-by-side attached units be restricted to four (4) or fewer units per building and removed the prior requirement to include a façade break between such units.

Senate Bill (SB) 9 – Urban Lot Split for R1

On January 1, 2022, Senate Bill 9 (SB 9) went into effect, requiring ministerial review for qualifying two-unit developments and for “urban lot splits” in the City’s Single Family Residential (R1) zoning district. The law limits local discretionary review and caps the number of units per lot created by the statute to a practical maximum of four units on an original single-family lot when combined with Accessory Dwelling Units (ADUs) and/or Junior Accessory Dwelling Units (JADUs). Under these requirements, both one- and two-story structures are permitted by right.

Additionally, approval of SB 9 projects can only be based on objective standards, which the City Council incorporated into Urgency Ordinance 2021-21 on December 7, 2021. More recently, on October 7, 2025, City Council codified the Urgency Ordinance as part of a Technical Code Update. See the links below for additional information.

December 7, 2021 Staff Report:

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=5349698&GUID=33A8811C-7717-4B91-B25C-6E6E2A7787E4>

December 7, 2021 Video: https://costamesa.granicus.com/player/clip/3805?view_id=14&redirect=true

October 7, 2025 Staff Report:

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=7686606&GUID=4504BA6A-3428-43CD-B106-68DFECF410F0>

October 7, 2025 Video: https://costamesa.granicus.com/player/clip/4311?view_id=14&redirect=true

Purpose of Proposed Code Amendment

In October 2025, during a public hearing for an appeal of Planning Commission's approval of a two-unit small-lot subdivision, City Councilmembers requested that staff explore ways to streamline application processing for two-unit small-lot subdivisions, as these were allowed in other locations ministerially.

With the adoption of the SB 9 local ordinance, two-lot subdivisions are permitted ministerially on all R1 properties in the City. However, the Zoning Code does not currently allow for the same ministerial processing of two lot subdivisions in multi-family residential zones, where multi-family developments are more likely to already exist. SLO projects are subject to specific development standards and are required to obtain Planning Commission approval of tentative parcel/tract map, and as noted above, often design review. This code amendment is proposed to allow for ministerial processing of parcel maps and development applications for two-unit SLO subdivisions on all multiple-family zoned lots in the City (R2-MD, R2-HD, and R3), similar to what is already permitted in the R1 district.

DESCRIPTION

The Zoning Code amendment is proposed to allow for ministerial processing of two-unit small lot subdivisions, Chapter II, Section 13-29; and Chapter V, Section 13-42.2 and Chapter V, Section 13-42.3 of the Zoning Code are proposed to be amended to allow for a ministerial review of subdivisions of up to two main units in multi-family zoning districts (R2-MD, R2-HD, and R3 zones). Three or more main units (up to 15 units) would still be required to obtain approval from the Planning Commission.

Additional amendments to the SLO are proposed to provide clarity, ensure consistency with past practices, reduce barriers to housing development, further increase opportunities for home ownership, and to eliminate Design Review for projects containing two or fewer units.

To ensure that all projects are processed ministerially using objective standards, a new development checklist (Attachment 3) is proposed and would be required for all ministerial SLO applications.

Planning Commission Hearing

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>

In making the recommendation, the commissioners proposed a minor clerical amendment to Table 13-29(c) and expressed support for streamlining the process through ministerial approval. The Commission also requested that the City Council consider reducing fees for two-unit ministerial subdivisions to lessen the financial burden on these types of projects. Commissioners who dissented noted that they could not support the recommendation because ministerial approval would eliminate public notice to neighboring properties and remove opportunities for public input on proposed projects.

ANALYSIS:

The existing SLO (Chapter V, Section 13-32 of the Zoning Code) consists of sections outlining the application and specific development standards and requirements. The proposed SLO code amendment also includes modifications to the development standards to provide clarity and to reduce burdens on SLO projects. Each proposed subdivision, whether ministerial or not, would largely still be subject to the same requirements that are currently in place. To facilitate the ministerial review, the Planning Application section of the zoning code is also proposed to be amended.

The following discussion outlines the proposed revisions to the Zoning Code and provides justification for said revisions. The comprehensive strikethrough version is included in Attachment 2.

Planning Applications

Zoning Code Chapter III, Table 13-29(c), Planning Applications Review Process, is proposed to be modified to allow for the ministerial processing of parcel maps for two-unit SLO subdivisions. The table includes provisions that no public notice or public hearing is required and that the Planning Division would be the final review authority for qualifying projects.

As noted above, the City adopted a process and standards for approving tentative parcel maps for urban lot splits in the R1 zoning district; however, the Planning Application table was never modified to allow for the ministerial approval of those parcel maps. This code amendment remedies this omission and indicates that two-unit subdivisions will be reviewed in the same manner as currently allowed in the R1 zoning district.

Small Lot Ordinance Planning Applications Required

Zoning Code Chapter V, Section 13-42.2 requires a subdivision and design review to be reviewed by the Planning Commission for two-unit, SLO projects. This code section, proposed to be amended, exempts two-unit SLO projects from the design review requirements and allows for ministerial processing of requisite parcel maps.

To maintain the ministerial processing of two-unit developments, design review would no longer be required; however, any proposed project would be required to submit a SLO Checklist (Attachment 3) with an application, which is further discussed below. The project and checklist would be reviewed against the applicable objective development standards to ensure compliance.

Small Lot Ordinance Development Standards and Requirements

Zoning Code Chapter V, Section 13-42.3 provides the development standards and requirements for all SLO projects. Amendments to this section are proposed to provide clarity based on interpretations and previous project approvals. Language is proposed to clarify the setback required for the development lots, and not the individual subdivided lots. The front setback is already called out as the development lot; however, the side and rear setbacks are not clear. Previous approvals of SLO projects throughout the City have included the requirement as development lot setbacks, and this proposed code amendment would codify these practices.

It is typical for SLO projects to include flag lots on narrow parcels with a front unit and a second unit being constructed behind, accessed by a driveway on either side of the front unit. These lots are referred to as flag lots. The SLO flag lot driveway standards require a 16-foot-wide driveway to access the rear unit. Residential Development Standards that apply to all other residential projects (CMMC Table 13-32), require a minimum driveway width of 10 feet for driveways providing access to only one unit. The code amendment proposes to reduce the required driveway width to 10 feet for flag lots, provided that the driveway provides access to only one unit. The reduced driveway width would allow for additional buildable space on the development lot.

Two-Unit Small Lot Ordinance Checklist

The ordinance introduces that ministerial approval of a project can be obtained when it meets objective standards. To ensure objectivity and provide transparency to developers, a Two-Unit SLO Checklist (Attachment 3) is proposed, which would outline all standards, requirements, and objective design guidelines listed in the City's Residential Design Guidelines for the proposed projects.

Two-unit SLO projects would be required to complete the checklist with the project application. Staff will verify the project and check the applicable development standards, and as long as all items comply with the requirements, the project can be approved without a public hearing. If a project does not meet all of the objective standards, the existing zoning code includes provisions for deviations, including minor modifications, administrative adjustments, variances, and minor design review which would allow for specific deviations to the requirements on a case-by-case basis.

Fee Reductions for Creation of Housing

Since 2014, the City has approved 78 SLO projects. Of these, 48 were two-unit SLO projects, which total approximately 62 percent of all SLO applications.

For reference, the City's adopted Fee Schedule currently includes application fees for SLO projects consisting of a \$3,925.39 Tentative Parcel Map fee and, in most cases, an additional Design Review fee of \$3,925.39, for a typical total of \$7,850.78. With the proposed transition to a ministerial review process for two-unit SLO subdivisions, property owners would experience a meaningful reduction in processing times and fees for two-unit small lot development projects.

Proposed Reduced Fee

Staff proposes a fee resolution to formally adopt a fee for two-unit small lot subdivision ordinance. Based on the actual time spent on the review, the base fee would be \$2,800. Furthermore, the City did not formally adopt a fee for Urban Lot Splits (Senate Bill 9 projects) when the SB 9 Ordinance was adopted in 2024. As such, staff proposes to incorporate this administrative cleanup item as part of the attached resolution as well.

GENERAL PLAN CONFORMANCE

The proposed Zoning Code Amendment would continue to allow for high-quality SLO developments within Costa Mesa and encourage economic growth in the community by reducing barriers for two-unit projects in multiple-family residential zones. The implementation of ministerial zoning approval included in the code amendment provides support for housing development within the City and

streamlines approval processes for building permits and entitlements. In addition, the modification of the development standards would bring the code into conformance with existing practice and other residential development standards.

The Housing Element includes various programs to remove governmental constraints related to housing production. It endorses implementing zoning and process changes to make sites available and realistic for housing. The proposed zoning code amendment allows for ministerial approvals and provides objective standards, thereby removing the discretionary barriers for two-unit projects in multi-family residential zones

The proposed ordinance is in conformance with the City's General Plan, including:

- Policy LU-1.2 Balance economic gains from new development while preserving the character and densities of residential neighborhoods.
- Policy LU-1.3 Strongly encourage the development of residential uses and owner-occupied housing (single-family detached residences, condominiums, townhouses) where feasible to improve the balance between rental and ownership housing opportunities.
- HE Goal #2: Facilitate the creation and availability of housing for residents at all income levels and for those with special housing needs.

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 has the following alternatives:

- 1) **Introduce and give first reading with modifications; adopt fee resolution.** The City Council may recommend approval with modifications provided that the revisions are consistent with State law.
- 2) **Not adopt the changes to the City's Zoning Code; do not adopt fee resolution.** The City Council may choose to not adopt the proposed Code amendments.

- 3) **Continue the Ordinance review to a date certain; do not adopt fee resolution.** The City Council may continue the item to a date certain with direction for staff to return with additional information, changes and/or clarifications.

FISCAL REVIEW:

All City user fees are intended to recover the costs of staff time associated with application processing. The City may charge fees solely for purposes of cost recovery. With Council's approval to transition the two-unit small-lot subdivision ordinances to ministerial processing, staff time required for application processing will be reduced. As result, the proposed fee will 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 9, 2026 exceeding the minimum 10 days prior to the January 20, 2026, public hearing.

Any public comments received for the January 20, 2026 City Council meeting, may be viewed at this link: [CITY OF COSTA MESA - Calendar \(legistar.com\)](https://legistar.com/CITY_OF_COSTA_MESA_Calendar)

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

The proposed Zoning Code Amendment would allow for ministerial approval of two-unit SLO projects and clarify development standards based on past practices and previously approved projects. The revisions do not increase allowable density in multi-family zones or alter minimum parking requirements. The amendment is consistent with the General Plan and State law and is intended to remove barriers and streamline the review process while minimizing potential impacts on neighboring properties.

ORDINANCE NO. 2026-xx**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.

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

TABLE 13-29(c) PLANNING APPLICATION REVIEW PROCESS					
Planning Applications	Public Notice Required	Public Hearing Required	Recommending Authority	Final Review Authority	Notice of Decision
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	Planning Division	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 Tentative Parcel Map Tentative Tract Map Variance	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
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. Windows in any attic space above the second story shall be incidental and limited to a dormer style.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
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 ____ 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

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
<u>Tentative Parcel Map for Urban Lot Splits and Small Lot Subdivisions (two units or fewer)</u>	<u>No</u>	<u>No</u>	<u>None</u>	<u>Planning Division</u>	<u>No</u>
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

TABLE 13-29(c) PLANNING APPLICATION REVIEW PROCESS					
Planning Applications	Public Notice Required	Public Hearing Required	Recommending Authority	Final Review Authority	Notice of Decision
Design Review Mobile Home Park Conversion Common Interest Development Conversion (Residential or Nonresidential) Specific Plan Conformity Review Tentative Parcel Map Tentative Tract Map Variance	Yes	Yes	Planning Division	Planning Commission	Yes
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

TABLE 13-29(c) PLANNING APPLICATION REVIEW PROCESS					
Planning Applications	Public Notice Required	Public Hearing Required	Recommending Authority	Final Review Authority	Notice of Decision
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 (strikeout is used to denote existing text being deleted; underline is used to denote new text being added):

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 (strikeout is used

to denote existing text being deleted; underline is used to denote new text being added):

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. 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.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
Development Lot	<p>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.</p>
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.
Distance Between Buildings <i>(development lot)</i>	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	<p>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.</p> <p>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.</p>

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
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.
<u>Development Lot</u> Front <u>Setback</u> Development Lot	20 feet
<u>Development Lot</u> Side yard <u>Setback</u> (interior)	5 feet
<u>Development Lot</u> Side <u>Setback</u> (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.
<u>Development Lot</u> Rear yard <u>Setback</u> (interior)	15 feet
<u>Development Lot</u> Rear <u>Setback</u> Abutting a Publicly Dedicated Alley	5 feet; however, garages may be required to be set back further to ensure adequate back up distance. Rear Yard Coverage does not apply.
Flag Lots and Alley Fronting Lots	Flag lots are required to be accessed with a minimum 16-foot wide driveway <u>unless serving one unit in which case a minimum of driveway width of 10-feet shall be provided</u> . Parcels with alley frontage should include a minimum 8-foot wide pedestrian access to the public street in the front. Parcels with frontage only on public alleys are prohibited.
Bluff Top Setback	No building or structure closer than 10 feet from bluff crest (see section 13-34 Bluff-top development).
Roof or Eaves Overhang; Awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.
Open, Unenclosed Stairways	Not permitted
Chimneys	May extend 2 feet above maximum building height.
Fireplaces	2 feet into required setback of building separation area
Automatic Roll-Up Garage Doors	Required

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
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	
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.	
<u>TWO UNIT CONVERSIONS</u>	
<i><u>Projects proposing to subdivide a property with two existing units shall comply with all development standards within this table.</u></i>	



DRAFT

**TWO UNIT SMALL LOT ORDINANCE
SUBDIVISION CHECKLIST****Project Address:****Accessors Parcel Number (APN):****General requirements**

To qualify as a ministerial approval project, the project must comply with all the following development standards. Indicate below if the project complies:

Table 13-42 SMALL LOT SUBDIVISION STANDARDS			
STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)	Compliance?	
		Yes	No
Maximum Number of Stories & Building Height	2 stories/27 feet, except as allowed in the Westside Overlay Districts. Flat roofs do not exceed 22 feet. Note: Lofts, as defined in section 13-6 , without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.		
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets or operable windows. In zoning districts where the maximum number of stories is two stories, attics above second stories shall be an integral part of the second story roofline and not appear as a 3rd story on any building elevation. Windows in any attic space above the second story shall be incidental and limited to a dormer style.		
Maximum Density (based on gross acreage)	The project proposes no more than two units. The maximum permitted density is the		

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**Table 13-42
SMALL LOT SUBDIVISION STANDARDS**

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)	Compliance?	
		Yes	No
	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.		
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. • 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. 		

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**Table 13-42
SMALL LOT SUBDIVISION STANDARDS**

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)	Compliance?	
		Yes	No
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. Additional setbacks are required for second story side elevations, see below.		
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.		

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**Table 13-42
SMALL LOT SUBDIVISION STANDARDS**

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)	Compliance?	
		Yes	No
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.		
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 13-34 Bluff-top development).		
Roof or Eaves Overhang; Awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.		
Open, Unenclosed Stairways	Not permitted		
Chimneys	May extend 2 feet above maximum building height.		
Fireplaces	2 feet into required setback or 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		

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**Table 13-42
SMALL LOT SUBDIVISION STANDARDS**

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)	Compliance?	
		Yes	No
	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. A preliminary plan shall include number of plants and plant materials compliant with the CMMC.			
FENCES AND WALLS			
Fences and walls placed between the property line and required setback line for main buildings shall conform to the city's walls, fences, and landscaping standards. See Article 9 General Site Improvement Standards of this chapter for further information.			
UTILITIES			
Installation or relocation of utility equipment or facilities is obscured from view from any place on or off the property.			
Utilities are shown to be installed underground on the building site in accordance with the serving utilities rules, regulations and tariffs on file with the state public utilities commission.			
TWO UNIT CONVERSION PROJECTS			

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**Table 13-42
SMALL LOT SUBDIVISION STANDARDS**

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)	Compliance?	
		Yes	No
Projects proposing to subdivide a property with two existing units shall comply with all development standards listed above within this table.			
RESIDENTIAL DESIGN GUIDELINES. PROJECTS THAT DO NOT COMPLY WITH THE FOLLOWING REQUIRE MINOR DESIGN REVIEW.			
Second-story floor areas does not exceed 100% of the first-story floor area (including garage area, if attached). Open balconies are included in the footprint area of the second floor			
The second-story interior side building elevation is setback an average of 10 feet at a minimum, but shall be no closer than 5 feet from the side property line. Exception: This requirement would not apply to the following: a) The distance between dwelling units within the same development in multiple family residential zones; or b) The initial development in planned development zones (subsequent additions would be subject to this requirement); or c) Second-story additions to existing residences with current side yard setbacks that are less than 10 feet; provided that the current width of the side yard is not further decreased. A minimum 5-foot setback shall be required; or d) Two-story new construction with less than 2,700 square feet of living area (not including garage). e) e. Two-story new construction over 2,700 square feet in area (not including garage) with up to 50 percent lot coverage as defined by Article 2 of Title 13 (Zoning Code).			
Second-story windows on side elevations do not have direct views into the windows of existing neighboring structures or private yard areas and a view study is provided. The study shows that there are no windows directly facing neighboring windows or overlooking neighboring private yard areas.			
Second-story floor-to-ceiling dimension is equal or less to the first-story floor-to-ceiling dimension, so that the second story does not appear out of proportion or top heavy in relation to the first story			

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Building Safety Division (714) 754-5273

Community Improvement Division (714) 754-5638

Housing & Community Development (714) 754-4870

Planning Division (714) 754-5245

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Application requirements checklist

To process a ministerial two unit small lot radiance project, you will need to apply for a Tentative Parcel Map Application on TESSA. Please submit the following documents with your application:

Tentative Parcel Map: The required plans for a Tentative Tract/Parcel Map must contain the following information:

1. Title of subdivision and legal description of property
2. Name and address of owner and subdivider
3. Name and address of person preparing map
4. Approximate acreage (gross and net)
5. North arrow
6. Scale: Large enough to be descriptive, depending on area being divided, 1"=100 feet minimum
7. Date of map
8. Boundary lines
9. Name, location, width, and grades of existing adjacent streets
10. Location, width, and grades of proposed streets
11. Cross sections of proposed streets
12. Width of alleys, existing and proposed
13. Width and location of easements and dedications: dimensions of reservations (proposed and existing)
14. Proposed building site elevations
15. Existing structures
16. Locations of existing and proposed public utilities, sewers, water lines, storm drains, culverts, etc.
17. Existing watercourses and/or drainage pattern(s) including cross lot drainage.
18. Land subject overflow, inundation, or flood hazard
19. Lot/parcel lines and dimensions
20. Lot/parcel numbers or other designations
21. Approximate radii of curves
22. Lands and parks to be dedicated for public use
23. Contours at 5 foot intervals if slope is greater than 10%
24. Contours at 2 foot intervals if slope is less than 10%
25. Proposed land use: single-family, multi-family, business or industrial
26. Existing property use immediately surrounding the subdivision

27. Names/numbers of adjoining subdivisions

Filing of a vesting tentative map, requires the submittal of the following additional information:

1. At the time a vesting tentative map is filed, it shall have printed conspicuously on its face the words "Vesting Tentative Map." This requirement is mandatory and failure to comply with it will prevent the subdivider from obtaining the benefits of a vesting map.
2. The subdivider must provide the following additional information at the time the vesting tentative map is filed:
 - a. The maximum height, total square footage, and general location of all future buildings on the subject property (include one 11" x 17" site plan containing this information);
 - b. The proposed location and size of connections to sewer, water, storm drain, and roadways;
 - c. A preliminary grading plan indicating reasonable approximation of site cut and fill (cubic yards) along with any required geological studies;
 - d. Methodology of satisfying storm water runoff and the estimated amount of storm water runoff in CFS (cubic feet per second);
 - e. School impact analysis for grades k through 12;
 - f. Traffic impact analysis, as required by CEQA;
 - g. Conceptual building signing program;
 - h. Any other material considered essential to the proper evaluation of the project (i.e., open space maintenance responsibilities, provisions made for trails and/or parks and their maintenance responsibilities).
3. A vesting tentative map cannot be accepted for filing unless all other discretionary land use approval applications are already approved or are filed concurrently with the map.
4. If the vesting tentative map accompanies a project that is inconsistent with the zoning ordinance in existence at the time of filing, such inconsistency shall be noted on the map by the subdivider.

For the following submission requirements, please see the [E-submittal Requirements guide](#) for details on what should be included with each document.

- 1. Parcel Map Fee**
- 2. Applicant Letter**
- 3. Project Plans**

- 4. Draft organizational documents and/or maintenance agreement for common lot areas**
- 5. Additional fees will be assessed prior to building permit issuance including Parkland Impact Fees and Traffic Impact Fees. Outside agencies will also assess impact fees.**

ONLINE PORTAL (TESSA): TESSA will help you submit, pay for, and track all planning land use or development applications and requests. All applications and requests must be submitted through [TESSA](#). First time users will need to set up an online account with TESSA to manage your project. Please make an appointment with the Planning Division if you need access to a computer or help setting up an account.

RESOLUTION NO. 2026-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ESTABLISHING AND ADOPTING AN TWO-UNIT MINISTERIAL SMALL LOT ORDINANCE SUBDIVISION AND URBAN LOT SPLIT FEE

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

WHEREAS, on January 20, 2026, the City Council gave first reading to the Ministerial Two-Unit Small Lot Ordinance (Ordinance No. 2026-__) a duly noticed public hearing, with all persons having the opportunity to speak for and against the proposal, and staff presented the Ministerial Parcel Map Fee Resolution for consideration along with the first reading of the ordinance; and

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Costa Mesa is authorized to adopt and implement rates, fees, and charges for municipal services; provided, however, that such rates, fees, and/or charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, Government Code Section 66016 requires notice to be given and data made available at specified times prior to the adoption of certain increases in rates, fees, and charges, or the adoption of new rates, fees, and charges for use permits and inspections; and

WHEREAS, the City has complied with the noticing requirements of Government Code Section 66016; and

WHEREAS, although the City is not required to comply with the noticing requirements of Government Code Section 66018, the City has nevertheless published all notices consistent with the requirements of that section, including having published notice in accordance with Government Code Section 6062a and having made the data available concerning rates, fees, and charges prior to conducting a public hearing on the fees; and

WHEREAS, the City Council has held at a public hearing on January 20, 2026 and received oral and written presentations with respect to the proposed fee before adopting this Resolution; and

WHEREAS, the City Council desires to establish the Ministerial Parcel Map Fee as a means of establishing cost recovery for the newly created ministerial parcel map fee; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

Section 1. Findings. The City Council hereby finds that based upon the data, information, analysis, oral and written documentation presented to the City Council concerning the fees described in Exhibit "A" attached hereto and by this reference incorporated herein, do not exceed the established reasonable cost of providing the service for which the fees are levied and that the fees solely recover an objectively reasonable approximation of the city's actual and reasonable costs.

Section 2. Approval. The fees set forth in Exhibit "A" are hereby adopted and approved.

Section 3. Effective Date. The fees set forth in Exhibit "A" shall be effective on the later to occur of (a) 60 days after Council adoption of this Resolution; or (b) the effective date of the Ministerial Two-Unit Small Lot Ordinance or any other ordinance which authorizes the fees set forth in this resolution.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED this 20th day of January, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

EXHIBIT A
Ministerial Map Processing Fee Schedule

Fee to be paid for the ministerial processing of Two-Unit Small Lot Ordinance Subdivisions and SB9 Urban Lot Splits
\$2,800



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-621

Meeting Date: 1/20/2026

TITLE:

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:

1. Receive public comment and consider the provisions of the draft ordinance.
2. Introduce and give first reading, waiving further reading, to 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:

On August 12, 2025, the Long Beach City Council adopted an ordinance mandating staffing requirements and operational standards for self-service checkout stations in grocery retail stores and retail drug establishments to proactively address retail theft and advance the preservation of public safety and welfare.

At the November 4, 2025, City Council meeting, a preliminary analysis was presented of the City of Long Beach's ordinance and its implementation. This included identifying supermarkets/grocery stores and retail pharmacies with self-service checkout stations in the City of Costa Mesa.

Staff observed the following:

- CVS drug stores in Costa Mesa comply with the staffing to station ratio; however, employees were not dedicated to monitoring self-service checkout stations.
- Target and some food retail stores have more than three self-service checkout stations and exceed the 1:3 ratio required by the proposed ordinance.

The Long Beach ordinance requires food and drug retail establishments to have dedicated staffing of one employee per three self-service checkout stations and limit self-service checkout to 15 items or less. Enforcement of the ordinance is provided through civil action by employees or customers.

At the direction of City Council, from the November 4, 2025 Council meeting, staff is presenting the proposed draft ordinance replicating the City of Long Beach's ordinance for City Council consideration (Attachment 1).

Staff is recommending amendments shown in redline of Attachment 1 that address Costa Mesa specific issues. The most significant amendment allows an alternative compliance method for stores that implement proven design measures discouraging theft. These measures are discussed further below.

ANALYSIS:

Costa Mesa Proposed Ordinance

- Applies to food retail establishments over 15,000 square feet and to all drug retail establishments.
 - Requires staffing of one employee per three stations (1:3).
- Limits self-checkout to 15 items or less.
- Alternative compliance through use of design elements and staffing:
 - Separated and secured by barriers
 - Placed away from exits
 - Dedicated staff in self-checkout areas

Enforcement & Penalties

- Ordinance does not specify enforcement by any city department.
- Provides for civil action by employees or customers.
- Notification to stores and seven days to cure.
- Penalties
 - ✓ \$100 per Violation per employee Increasing by \$100 per Day (\$1,000 max per employee)
 - ✓ Attorney's Fees and Costs

State Legislation

In 2024, Senate Bill 1446 (Smallwood-Cuevas) sought to impose a staffing standard of one employee per two self-service checkout stations, one staffed checkout station be available to customers at any time a self-service checkout station is open, and self-service checkout be limited to 15 items or less. The bill passed the Senate but was held in the Assembly.

In 2025, the Senator introduced Senate Bill 442 (Smallwood-Cuevas) which requires that one staffed checkout station be available to customers at any time a self-service checkout station is open, and self-service checkout be limited to 15 items or less. No staffing ratio is mandated by the bill. The Senator has stated that the bill is intended to address the increasing use of self-service checkout stations creating "a range of problems for retailers, workers, and the public." The bill is pending consideration by the Assembly.

The United Food and Commercial Works (UFCW) is sponsoring Senate Bill 442 (Smallwood-Cuevas) along with leading efforts in cities to adopt ordinances such as the one adopted in Long Beach.

Outreach

Following the November 4, 2025, City Council meeting, requests were received from UFCW Local #324 and grocery stores to meet with city staff. On December 16, 2025, City staff met with representatives of the following groups:

UFCW Local #324	Albertsons Vons Pavilions
California Grocers Association	Stater Brothers Markets
California Retailers Association	Northgate Markets
Kroger (Ralphs)	Target

In meeting with City staff the UFCW representatives shared their views and stated that:

- Self-service checkout is being offered as the only option during portions of the day.
- Employees are assigned additional duties diverting them from assisting customers.
- Language barriers or unfamiliarity with stations by customers to redeem coupons, enter codes, or search for non-stickered items result in negative customer experience.

The UFCW also stated that understaffing leads to underreporting of retail theft, and that policies prohibiting employees from reporting incidents contribute to the perception in local statistics that retail theft is not as much of a problem. They contend that staff presence and interactions with customers discourages theft, and while the Long Beach ordinance has been in effect for a short period, their members have observed improved conditions.

To support their arguments the UFCW has cited sources such as the [Retail Industry Leaders Association <https://www.rila.org/focus-areas/asset-protection/study-reveals-retail-theft-is-underreported>](https://www.rila.org/focus-areas/asset-protection/study-reveals-retail-theft-is-underreported) and their 2024 survey working with Southern Illinois University Carbondale. A key finding of the survey was that reporting of theft had “essentially declined to about half of what was reported in 2019.” Additional information provided by UFCW cites post pandemic increases in prices and usage of self-service checkout as a contributor to increased theft.

Staff also met with representatives from retail drug and grocery stores to discuss the Long Beach ordinance and the City’s intent to replicate and adopt such ordinance. Store representatives from this group stated that their view on the Long Beach ordinance is essentially “a ban on self-service checkout stations,” due to the exposure, enforcement mechanism, and difficulty in implementation. The California Grocers Association stated that over half of all stores with self-service checkout stations in Long Beach have removed or discontinued their use due to the ordinance. Store representatives contend that addressing retail theft and customer satisfaction is a primary concern for their companies, and self-service checkout stations are part of their strategy to serve a growing number of customers that prefer this option.

A representative for the Northgate Mercado also shared that their Costa Mesa location was specifically designed to maximize throughput of customers due to challenges with parking. This includes design features to deter theft, locating the self-service checkout bank away from the exit, secluded by railing, and use of receipt scanner along with dedicated staffing. As a result, the Mercado estimates less than five incidents of theft have been associated with its self-service checkout stations.

Store representatives also stated the 2025-28 Collective Bargaining Agreement (CBA) with UFCW for Southern California addresses this issue with provisions of the CBA that state:

- Employers have discretion to use multi-unit self-service checkout stands in stores.
- During the hours of 8:00 a.m. to 7:00 p.m. employers shall have at least one full-service checkout lane open.
- A dedicated employee must be assigned to monitor a “self-service checkout bank” and “may be assigned to perform incidental work in the general vicinity.”
- In the event the State or any municipality passes legislation impacting a store covered by this Agreement, the above provisions will be null and void within that jurisdiction unless the law allows for a CBA exemption from the law.

The above information was confirmed by UFCW and is posted online at:

<https://www.ufcw770.org/grocerycontracts>.

Store representatives stated that this ordinance will lead to the closure of self-checkout lanes and continued loss of shoppers from Costa Mesa to alternatives such as online or adjacent cities. Staff requested and is awaiting information from store representatives on theft incidents and customer responses due to the closure of self-checkout stations at their Long Beach stores. A representative for Northgate Mercado stated that plans to add a location in the City of Long Beach have now been cancelled because of the new ordinance.

The California Grocers Association provided a summary of data from their members showing that over half of consumers who shop primarily in Costa Mesa also shop for groceries in other jurisdictions. They point to the ordinance as creating additional inconvenience in customer preference and resulting in additional retail leakage to other jurisdictions without such policies.

Potential Economic Impacts

According to Costa Mesa’s Economic Development staff, the City of Costa Mesa is experiencing retail loss to neighboring cities in the General Merchandise (Target) category because of a lack of general merchandise stores. Staff utilized data from the private business intelligence company Buxton to research and analyze consumer and business trends. Based on reports from Buxton, 60% of Costa Mesa’s general merchandise demand is conditioned to seek purchases outside of Costa Mesa.

This is in significant contrast when considering other types of retail where Costa Mesa is a magnet attracting a disproportionate share of non-residents in other commercial categories. This includes in grocery store sales which attracts 30% more demand from outside communities. Pulling demand from other communities like this is due to creative and diverse options which are attracted to Costa Mesa because of our brand of being business friendly.

Impacts on Costa Mesa and Recommendations

As discussed in the background section, amendments are proposed by staff to address Costa Mesa conditions. Staff has identified potential impacts and recommendations to be considered.

1. Eliminate the “Food Retail Establishment” provision section that includes, stores over 85,000 square feet with 10 percent of its 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 goods and/or prepared foods.

This provision section does not apply as there are no food retail stores in Costa Mesa over 85,000 square feet; therefore, staff is recommending the removal of that language.

2. Public notice of Ordinance. The ordinance mandates that stores shall notify the public of the Ordinance by prominently posting signage accessible to the public, which includes QR code to the City’s website regarding the ordinance, a summary of the public’s rights, and enforcement options available to the public.

Staff is recommending that additional language be added that such signage includes a physical and/or email address to which notifications of violations of this ordinance may be delivered, and pursuant to this code section, failure to have and/or maintain an address 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.

3. Notification of Violation. A customer or employee must notify a Drug and/or Food Retail Establishment in writing of a violation at the established address. The establishment will have seven calendar days from the date of notification to cure violations.

Staff is recommending this amendment to allow stores a period of seven (7) days to cure the complaint and avoid costly litigation for both sides.

4. Enforcement of the proposed ordinance is provided through a “private right of action” filed by customers or employees with penalties of \$100 for each violation per employee and increasing an additional \$100 per employee for each day the violation is not resolved. Civil penalties are limited to \$1,000 per employee per day; however, a store may face claims from multiple employees starting at \$100 and growing to \$1,000 per employee. Persons who file complaints may also be awarded attorneys’ fees and costs.

The UFCW stated this process was selected to avoid burdening local governments and added that, due to the barrier in pursuing a civil action through the courts, they do not anticipate frequent or numerous claims. However, store representatives raised concerns that the ordinance lacks a “Right to Cure” provision to allow time to address the complaint prior to litigation proceedings. The process of pursuing a civil action is complicated and unfamiliar for individuals seeking to resolve a business complaint when no substantial injury or financial loss is alleged.

Lastly, the primary concern expressed in support of an ordinance has been to protect employees, customers, and prevent theft. There are several tools businesses may implement, other than staffing, to address these concerns, including the use of physical design elements. Staff is recommending the ordinance allow for alternative compliance through a combination of staffing and design elements. Specifically, the proposed ordinance includes amendments to allow for alternative compliance by:

1. Designing self-service checkout stations to be in a clearly defined area separated by railing or other barriers.
2. Placing self-service checkout stations in relation to staffed stations so that customers must pass by staffed stations when exiting.
3. Dedicating at least one staff person to the separate and secured area of self-service checkout stations.

ALTERNATIVES:

The City Council may choose to take no action on the proposed ordinance and direct staff to support state legislation to ensure reasonable standards apply to stores in all cities.

The City Council may direct staff to amend the proposed ordinance in alignment with pending state legislation and existing CBAs that require a Non-Self Service Checkout station always be open and one staff person be dedicated per bank of self-checkout machines.

FISCAL REVIEW:

The direct impacts to the City's General Fund (Fund 101) cannot be quantified at this time; however, any potentially negative impacts to consumer spending/behavior within the City of Costa Mesa due to the ordinance may reduce sales tax revenues in the General Consumer Goods group.

LEGAL REVIEW:

The City Attorney's Office has reviewed the Agenda Report and Ordinance and approves them both 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:

Information provided by both UFCW and store representatives points to self-checkout stations as growing due to consumer preferences. Businesses are responding to these trends, especially with younger shoppers, and considering self-checkout to retain consumers that have increasing choices in shopping. Overall, the consumer retail market is experiencing increased volatility with a disproportionate reliance on high income in-person shoppers. Discount or mid-level retail is more prone to volatility as those shoppers are seeking best value and convenience.

Employees are experiencing the effects of this new technology, the failures in its capabilities, and the delays by stores in addressing shortfalls.

In Costa Mesa the transition of underutilized spaces into new retail or mixed-use spaces has focused on customer experience. Stores such as Northgate Mercado, designed self-checkout to maximize convenience and discourage theft using design elements, staffing, and technology. In addition to costs, older stores may face challenges with redesigning their current spaces to install security features near exits.

Following what has transpired in Long Beach after the adoption of its self-checkout ordinance, it is not anticipated that the proposed ordinance will lead stores to increase staffing. Likewise, stores are experiencing various challenges from changing consumer trends to shifting trade policies. The proposed ordinance may not have a substantial impact on revenues, but it eliminates the flexibility and tools for stores to attract shoppers who may continue to shift their preferences.

Should the City Council choose to adopt the proposed ordinance, staff recommends that the City Council consider the recommended changes to the ordinance that are applicable to Costa Mesa.

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 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).

“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 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 Article9.

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.

- B. 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.
- C. 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



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-626

Meeting Date: 1/20/2026

TITLE:

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

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. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
2. Adopt plans, specifications, and working details for the Shalimar Park Improvement Project, City Project No. 25-06.
3. Reject the apparent low bid submitted by ACC & Engineering, LLC (ACC), 1130 North Kraemer Boulevard # I, Anaheim, California 92806 as non-responsive.
4. Reject the bid submitted by Earthscapes Landscape, Inc., 603 South Milliken Avenue, Unit J, Ontario, California 91761 as non-responsive.
5. Award 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 authorize a ten percent (10%) contingency in the amount of \$129,665 for unforeseen costs related to this project.
6. Authorize 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.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

BACKGROUND:

Shalimar Park is located at 782 Shalimar Drive between Wallace Avenue and Placentia Avenue in the Westside neighborhood of Costa Mesa. The park was dedicated in January 1999, and despite its

relatively small, less than half-acre size, it includes a playground featuring elements for young children, trees, a seating area and benches. The park is situated between two apartment complexes and is an essential part of the community that has been identified as deficient in public park amenities. The City Council authorized purchase of the apartment building immediately to the east of Shalimar Park for a future park expansion project that has yet to be determined. The demolition of this building is being implemented under a separate contract.

The proposed improvements to the existing park area will enhance the playground equipment, play area, landscaping, irrigation, lighting, and supporting facilities. At the front of the park, there will be a “bulb-out” expansion into Shalimar Drive, including a new crosswalk.



Shalimar Park

The City received \$1 million in earmarked funds from the State Budget through the office of then State Senator David Min to upgrade and improve the existing park. In addition, City Council allocated additional \$1 million in Capital Improvement Funds through budget process for Shalimar Park improvements.

In 2023, the City secured the services of Pat West, LLC, and City Fabrick to conduct several community outreach meetings for the Shalimar Park improvements. The preliminary park design options were then presented and discussed at the City’s Parks and Community Services (PACS) Commission on August 10, 2023. On January 16, 2024, the City Council awarded Community Works Design Group (CWDG) as the consultant to provide design services for the Shalimar Park improvements.

Additional community engagement, including meetings and surveys, were conducted in early 2024 during the project design phase. Notices were sent to neighboring residents in the surrounding area. A copy of the notice was also posted on the City’s website and various social media platforms. For

those who could not attend the community outreach meetings, a City-sponsored online opinion survey was commissioned to obtain additional input. During its regularly scheduled meeting on August 6, 2024, the City Council approved the proposed design improvements for Shalimar Park.

The project scope of work includes removal of existing site features, followed by construction of new recreational amenities. Improvements include new playground equipment, swings, a multi-use court, a bulb-out feature, and safety surfacing. The project also includes new landscaping, planting, irrigation, and related site improvements necessary to complete the project.

The contractor will be required to complete all of the tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of the plans, specifications, and working details is available for review in the Office of the City Clerk.

ANALYSIS:

The City Clerk received and opened thirteen (13) bids for this project on October 27, 2025. ACC & Engineering, LLC, was the apparent low bidder with a base bid proposal of \$1,143,477. Micon Construction, Inc., was the apparent second low bidder with a base bid proposal of \$1,296,650 and DD Systems, Inc., was the apparent third low bidder with a bid proposal of \$1,376,703.

Rejection of Non-Responsive Bidders

ACC & Engineering, LLC (ACC), submitted the apparent low bid, with a base bid proposal of \$1,143,477. However, upon review of ACC's bid, staff determined that the bid contained multiple material deficiencies, which rendered it non-responsive. Staff notified ACC of its determination on December 4, 2025 (Attachment 1). The bid was found to be non-responsive due to the following reasons: (1) missing required initials and documents; (2) failure to submit the required Schedule of Values; (3) omission of signed addenda in the bid package; (4) materially unbalanced pricing; (5) insufficient demonstration of qualifications and experience; (6) failure to identify subcontractors for specialized work; and (7) failure to submit the required City of Costa Mesa bidders list.

Based on these material deficiencies, staff determined that ACC's bid does not conform to the City's bid requirements and is therefore disqualified as being non-responsive. As a result, staff recommends that the City Council reject ACC's bid as non-responsive.

The fourth bid submitted by Earthscapes Landscape, Inc., was immediately rejected as non-responsive due to failure to comply with mandatory submittal requirements and failure to submit the original bid bond as required by the bid documents.

Selection of Lowest Responsible Bidder

Micon Construction, Inc. (Micon), submitted the apparent second low bid with a base bid proposal of \$1,296,650. The proposal submitted by Micon includes all the required documents necessary with the bid package and had no irregularities. Therefore, staff recommends that City Council award the

PWA to Micon as the lowest responsive and responsible bidder.

The Engineer's estimate for this project is \$1,319,427, and the average of the bids received for the remaining eleven (11) bidders amounted to \$1,637,431. The bid summary is included as Attachment 2.

The license and references of Micon were checked and staff found them to be in good standing. Micon has successfully completed several comparable parks projects in other cities, such as Madrid Fore Park in Mission Viejo, Hamilton Park in Pomona, and Pacific Drive Park in Fullerton.

Upon City Council award of the PWA (Attachment 3), Micon will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. After the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

Staff requests that City Council award the project to Micon as the lowest responsible bidder.

ALTERNATIVES:

The alternative to this Council action would be to reject all bids, re-advertise, and re-bid the construction project. However, staff has determined that re-advertising and re-bidding the project will not result in lower bids and will further delay the project.

FISCAL REVIEW:

The amount for the proposed project, inclusive of a ten percent (10%) contingency, is \$1,426,315. Construction Management services for the project will be provided by Interwest, Inc., under a separate contract for approximately \$100,000. The funding for the Shalimar Park Improvement Project is available in the FY 2025-26 Capital Improvement Program budget consisting of State Grant Fund (Fund 231) with an available project budget of \$894,333 and in the Capital Improvement Fund (Fund 401) with an available project budget of \$968,397.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

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

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
2. Adopt plans, specifications, and working details for the Shalimar Park Improvement Project, City Project No. 25-06.

3. Reject the apparent low bid submitted by ACC & Engineering, LLC (ACC), 1130 North Kraemer Boulevard # I, Anaheim, California 92806 as non-responsive.
4. Reject the bid submitted by Earthscapes Landscape, Inc., 603 South Milliken Avenue, Unit J, Ontario, California 91761 as non-responsive.
5. Award 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 authorize a ten percent (10%) contingency in the amount of \$129,665 for unforeseen costs related to this project.
6. Authorize 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.



CITY OF COSTA MESA

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

FROM THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION

Sent by Certified Mail and by E-Mail to
ben@accandengineering.com
office@accandengineering.com

December 4, 2025

Ben Hamed
ACC & Engineering, LLC
1130 N. Kraemer Blvd #1
Anaheim, CA, 92806

SUBJECT: REJECTION OF BID FOR SHALIMAR PARK IMPROVEMENT PROJECT - CITY PROJECT NO. 25-06

Dear Mr. Ben Hamed:

The City of Costa Mesa has completed its review of the bids submitted on October 27, 2025, in response to the Notice Inviting Bids for the Shalimar Improvement Project (the "Project"). Your firm, ACC & Engineering, LLC ("ACC"), submitted a bid that City staff has determined to be non-responsive to the City's requirements. Specifically, ACC's bid was found to be non-responsive for each of the following reasons:

1. Missing Required Initials on Bid Forms: Section 1-6 of the "Bidding and Submission of the Bid" requires each bidder to initial each sheet of the proposal forms in the bottom right-hand corner. ACC failed to initial the following pages:

- Bid Proposal Page P-5a (R.E. Shultz Construction) – bidder's initials missing.
- Bid Proposal Page P-5a (Marina Landscape, Inc.) – bidder's initials missing.

2. Failure to Submit Required Schedule of Values: The "Instructions to Bidders" require all contractors to submit the Schedule of Values for bid items marked with double asterisks ("**") no later than 4:00 p.m. on the fifth business day following bid opening, which was Monday, November 3, 2025.

ACC did not submit the required Schedule of Values by the specified deadline, nor was it submitted thereafter.

3. Unsigned Addenda: Addenda Nos. 1, 2, and 3 were included with the bid package; however, ACC did not include the signed addenda acknowledgments within the proposal forms as required. Although signed copies were provided via email before bid opening, the bid package

itself must contain executed addendum acknowledgments at the time of bid submission.

4. Unbalanced Bid: Under FAR 14.408-2, a public agency may reject a bid that contains materially unbalanced or unreasonably low unit pricing. The unit prices submitted by ACC for Bid Item No. 5 – Site Hardscape, Fencing & Walls and Bid Item No. 6 – Site Furnishings are significantly below reasonable and verifiable material and labor costs.

For Bid Item No. 5, the description clearly specifies all costs that must be included. This bid item requires the purchase of all materials and supplies from the designated vendors listed in the specifications and shown on the plans—including concrete paving, unit pavers with base, play surfacing with base, mini-pitch soccer surfacing, steel edging, curbs, the handball wall, the seat wall with re-purposed tile artwork, greenscreens, variable-height chain-link fence gates, decorative fencing from specified vendors, and variable-height retaining curbs. This bid item also includes rough and fine grading, subgrade preparation, and the required Maintenance Period Cost.

The cost of the majority of the fencing materials alone is approximately \$230,000, and the concrete materials utilized under this bid item exceed \$90,000. These costs do not include labor, installation, overhead, or contractor markup. Several of these items also require a 50% vendor deposit, which the City does not pay upfront; per the specifications, the City only pays for fully installed materials. In addition to these material costs, the contractor is required to include all labor, installation, overhead, and contractor markup, along with completing all grading, subgrade preparation, and maintenance period components associated with this bid item.

ACC's proposed price for Bid Item No. 5 is \$285,000, which does not cover the verified cost of the materials alone. The average cost submitted by the 12 bidders for this bid item is \$620,000, which is approximately 118% higher than ACC's submitted amount. This substantial discrepancy demonstrates that the proposed unit price is unreasonably low and materially unbalanced.

For Bid Item No. 6, the description similarly specifies all required costs, including the purchase of bike racks, trash and recycling receptacles, swing gliders with covers, soccer bollards, drinking fountain, entry arbor, game table, and all other specified site furnishings from the designated vendors. The total cost of the majority of these materials is approximately \$118,000.00, excluding labor, installation, overhead, or contractor markup. Several items require a 50% vendor deposit, which the City does not pay; the City only pays for fully installed materials.

ACC's proposed price for Bid Item No. 6 is \$44,000, which is approximately 63% lower than the verified material cost alone. This significant discrepancy indicates that the bid is unreasonably low and materially unbalanced. These prices are substantially below reasonable material and labor cost expectations and render the bid unbalanced, posing financial and

performance risks, potentially resulting in construction delays, and preventing equitable comparison with other bids.

Bid Items No. 5 and No. 6 are critical items in the project and must reflect accurate and complete pricing to ensure proper delivery of the work.

5. *Insufficient Qualifications and Experience:* Per the project specifications and Page B-1, bidders must demonstrate that they are responsible and responsive by providing references for Public Works construction projects completed or in progress within the last five (5) years (Page B-1), and listing similar projects completed within the last 24 months (Page P-4). Per page P-4: This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids. The required information is used to evaluate whether the bidder is responsive and responsible.

City review of the reference list submitted by ACC revealed:

- The listed projects are not comparable in scope, complexity, or value. The majority involve small-scale work, such as office improvements, HVAC projects, and building renovations. The only related projects completed in 2024—Anaheim Elementary School District Shade Structures (\$631,836.92), Ponderosa Elementary School Fencing (\$363,000), and Riverside County Mead Valley Tennis & Pickleball Court Resurfacing (\$159,962.50)—are significantly smaller and less complex than the required work. Comparable experience is essential to ensure a contractor has the expertise, staffing, equipment, and financial capacity to successfully complete the Project.
- Prior experience performed while employed by another entity (e.g., as a project manager under Horizon) cannot be submitted as qualifying experience for ACC & Engineering, LLC, as it does not demonstrate the bidder's own corporate capabilities, resources, or experience.

6. *Failure to Identify Subcontractors for Specialized Work:* Bid Proposal Page P-5 states that each bidder must list subcontractors performing work exceeding statutory thresholds under the Subletting and Subcontracting Fair Practices Act.

The Project includes demolition, chain link fencing, and metal fence installation work. The specifications require a minimum of five (5) years of documented experience for these trades:

- Section 02 41 00 – Demolition, Paragraph 1.5: “Engage an experienced firm that has successfully completed selective demolition work similar to that indicated, with a minimum of five (5) years of experience.”
- Section 32 31 00 – Chain Link Fencing, Paragraph 1.06(B): “Fence contractor: Contractor having five (5) years’ experience installing similar projects in accordance with ASTM F567.”
- Section 32 31 16 – Metal Fence, Paragraph 1.5(B): “Installation company experienced in manufacturer’s products for a minimum of five (5) years. Contractor shall provide

trained laborers with prior experience in the type of construction and materials specified.”

ACC did not list subcontractors for demolition, fencing, or gate installation, indicating this work would be self-performed. ACC’s contractor license was issued on March 5, 2021, and therefore does not meet the minimum five-year experience requirement for these specialized tasks.

7. Failure to Submit the Required City of Costa Mesa Bidders List: Bid Proposal Page P-5a requires bidders to submit a complete “City of Costa Mesa Bidders List” identifying all DBE and non-DBE subcontractors and suppliers who submitted bids, quotes, or were contacted. This information was required to be submitted no later than the fourth business day following bid opening.

ACC did not submit the required Bidders Lists for suppliers by the deadline, nor were they submitted afterward. Page P-5a expressly states: *“Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.”*

Based on the above, ACC does not meet the mandatory qualifications needed to perform the full scope of work, either directly or through qualified subcontractors.

The discrepancies identified above are material, inhibit the City’s ability to evaluate bids equitably, and demonstrate non-responsiveness to the requirements of the bid package. Accordingly, City staff has determined that the bid submitted by ACC & Engineering, LLC is non-responsive.

The Project is scheduled to be presented to the City Council on January 20, 2026, at 6:00 p.m., meeting of the City Council for award to the lowest responsible bidder. City staff will recommend the rejection of ACC’s bid at that date and time. If ACC wishes to be heard, protest or otherwise object to the City’s determination of non-responsiveness as set forth herein, ACC must be present at the Council Meeting and must submit any written objection and/or evidence to the City Clerk’s office, City Hall, 77 Fair Drive, Costa Mesa, CA 92626 on or before January 6, 2026.

Sincerely,



Seung Yang
 City Engineer

cc: Raja Sethuraman, Public Works Director
 Irina Gurovich, Associate Engineer
 Tarquin Preziosi, Assistant City Attorney
 File

ATTACHMENT 2

**CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT
SHALIMAR PARK IMPROVEMENT PROJECT
782 SHALIMAR DRIVE, COSTA MESA**

CITY PROJECT NO. 25-06

BID OPENING RESULTS: OCTOBER 27, 2025

<i>Bidder</i>	<i>City</i>	<i>Total Base Bid</i>
1.Micon Construction, Inc.	<i>PLACENTIA</i>	<i>\$1,296,650.00</i>
2. DD Systems, INC DBA Ace Cd, Inc.	<i>GLENDORA</i>	<i>\$1,376,702.74</i>
3.Western State Builders, Inc.	<i>ESCONDIDO</i>	<i>\$1,499,049.01</i>
4. Empire Design & Build	<i>IRVINE</i>	<i>\$1,518,000.00</i>
5.Gentry General Engineering, Inc.	<i>COLTON</i>	<i>\$1,613,614.00</i>
6. Aguilar & Calderon Corporation	<i>WHITTIER</i>	<i>\$1,651,460.00</i>
7. Environmental Construction, Inc.	<i>WOODLAND HILLS</i>	<i>\$1,712,590.00</i>
8.H2M Construction, Inc.	<i>RANCHO CUCAMONGA</i>	<i>\$1,733,000.00</i>
9. Elegent Construction, Inc.	<i>IRVINE</i>	<i>\$1,748,450.00</i>
10.Roadway Engineering & Construction Corp.	<i>PERRIS</i>	<i>\$1,899,420.00</i>
11.KASA Construction, Inc	<i>CHINO</i>	<i>\$1,962,800.00</i>
<i>Average</i>		<i>\$1,637,430.52</i>
<i>Engineer's Estimate</i>		<i>\$1,319,427.48</i>
Bids submitted by ACC & Engineering, LLC and Earthscapes Landscape, Inc. were rejected as non-responsive.		

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 25-06**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated January 20, 2026 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and MICON CONSTRUCTION, INC., a California corporation ("CONTRACTOR").

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

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

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

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

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

1. SCOPE OF WORK.

The scope of work generally consists of all mobilization; demolition of existing improvements; rough grading; construction items including concrete paving, pavers, concrete curbs, custom fencing, play area safety surfacing, and decomposed granite surfacing; installation of new play equipment, new pre-fabricated shade shelters, new picnic tables, new drinking fountains, concrete sculptures; relocation and installation of benches, drinking fountains, backflow preventer; installation of a new irrigation system; installation of new planting, and any other work required by the contract documents (the "Work").

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

The Project is known as the Shalimar Park Improvement Project, City Project No. 25-06 (the "Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, addenda (one to three) to bid package, notice inviting bids, State of California – Natural Resources Agency Department of Parks and Recreation Grant Contract, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

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

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

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

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

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Seung Yang, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove

personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed One Million Two Hundred Ninety-Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$1,296,650.00).

8. ADDITIONAL SERVICES.

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

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

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and

providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

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

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

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

10. PROMPT PAYMENT OF SUBCONTRACTORS.

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

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

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

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within One Hundred Sixty (160) working days from the first day of commencement of the Work.

12. TERMINATION.

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

(b) Termination for Breach of Contract.

- (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to One Thousand Dollars (\$1,000.00) as liquidated damages for each calendar day beyond

the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the

aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and State of California Department of Parks and Recreation ("STATE") and their elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY and STATE, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY and STATE for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY and STATE. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY and STATE from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY and STATE for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR

or any subcontractor or others performing on behalf of CONTRACTOR.

CITY and STATE do not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY and STATE or the deposit with CITY and STATE by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY and STATE and their elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY and STATE are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's and STATE's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY and STATE by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY and STATE.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

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

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY and STATE, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and STATE and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

- (i) Additional insureds: The City of Costa Mesa and State of California Department of Parks and Recreation and their elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the

CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR.”

- (ii) Notice: “Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”
- (iii) Other Insurance: “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City’s Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of

any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of

CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. ADDITIONAL CONTRACT PROVISIONS – State. Contractor shall comply with all of the terms and conditions of the documents included in Exhibit “A”, specifically, State of California – Natural Resources Agency Department of Parks and Recreation Grant Contract, attached hereto and incorporated herein by this reference as though set forth in full.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY’s Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

28. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all

preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Seung Yang, P.E.

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

Micon Construction, Inc.
1616 Sierra Madre Circle
Placentia, CA 92870
Attn: Mitch Holle, President

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

29. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

30. PERS ELIGIBILITY INDEMNIFICATION.

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

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

31. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

32. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

33. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

34. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

35. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing

and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

37. 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.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. 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.

40. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall

be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[Signature page follows.]

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

CITY OF COSTA MESA
A municipal corporation

Cecilia Gallardo-Daly
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title (print)

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

Seung Yang, P.E. City Engineer
Project Manager

Date: _____



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-620

Meeting Date: 1/20/2026

TITLE:

MEMORANDUM OF UNDERSTANDING WITH THE CITY OF IRVINE FOR USE OF BEDS AT THE COSTA MESA BRIDGE SHELTER

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, 714-754-5274

RECOMMENDATION:

Approve the Memorandum of Understanding with the City of Irvine for access to beds, as available, at the Costa Mesa Bridge Shelter.

BACKGROUND:

In April 2021, the City of Costa Mesa ("City") opened the Costa Mesa Bridge Shelter ("Bridge Shelter" or "Shelter"), which provides emergency housing and supportive services to Costa Mesa residents experiencing homelessness. At that time, the City negotiated an agreement with the City of Newport Beach ("Newport Beach MOU") to secure exclusive rights of up to twenty (20) beds for use by its residents. The Newport Beach MOU was amended in 2023 to increase Newport Beach's allocation to twenty-five (25) beds. Recently, in December 2025, the Newport Beach MOU was amended a second time to reduce Newport Beach's allocation back down to twenty (20) beds through June 30, 2026. Further, the amendment terminates Newport Beach's *exclusive* access to beds at the Shelter as of July 1, 2026, but continues to provide access to beds, as available, through December 31, 2026. Beginning January 1, 2027, Newport Beach will no longer have access to beds at the Bridge Shelter.

In August 2025, the City began communication with the City of Irvine to discuss the possibility of granting access to beds at the Bridge Shelter for use by its residents. Over the past several months, the City has worked with Irvine to negotiate the terms and pricing included in the attached Memorandum of Understanding ("Irvine MOU") (Attachment 1).

ANALYSIS:

The Bridge Shelter is a 100-bed facility that provides emergency shelter and associated services to adult individuals with strong community ties to Costa Mesa and Newport Beach. Per the recent Newport Beach MOU, Newport Beach has exclusive access to 20 beds and the City has access to the remaining 80 beds. Further, the City was awarded grant funding by the Orange County Health Care Agency (OCHCA) to convert 15 of the 80 Costa Mesa beds to Behavioral Health Bridge Housing (BHBH) beds. Operations costs for these 15 BHBH beds are fully reimbursed by the

OCHCA, and thus can only be occupied by Costa Mesa residents.

Costa Mesa Bed Utilization

The City has exclusive access to 80 beds at the Shelter, with 15 of those beds occupied by BHBH clients. Over the past 60 days, Costa Mesa's average utilization has been 52 beds per day, resulting in an average vacancy rate of 28 beds per day.

As to other operational costs, the kitchen operator agreement with Bracken's Kitchen allows for cost reduction based on the number of actual meals prepared; however, the Shelter operator agreement with Mercy House does not. As a result, regardless of the number of beds occupied by Costa Mesa residents, the City's expenses to operate the Shelter remain static. Therefore, it would be beneficial to the City's Shelter operating budget in the Housing Authority Fund (Fund 222) to ensure maximum occupancy of 80 beds to offset operational expenses.

Summary of the MOU with the City of Irvine

The following is a summary of the Irvine MOU, as proposed:

- **Term** - The MOU would begin upon execution and terminate on June 30, 2026.
- **Allocation of Beds** - The MOU would give Irvine access to Costa Mesa beds, as available, and as determined by the City Manager or their designee. Irvine would not have *exclusive* access to beds at the Shelter.
- **Cost** - The MOU would give Irvine access to Costa Mesa beds at a cost of \$163.00 per bed, per day.
- **Payment** - The MOU would require Irvine to make monthly payments to the City based on its actual use of Costa Mesa beds during the previous month.
- **Referrals** - The MOU would require Irvine to identify specific personnel authorized to make referrals to the Shelter. These personnel would be responsible for screening referrals prior to entry based upon the Shelter's established intake guidelines (i.e., no outstanding warrants, no arson convictions, and no sexual offenders).
- **Transportation** - The MOU would require Irvine to transport its residents to the Shelter upon initial intake; however, the City would be responsible for providing transportation to residents actively enrolled at the Shelter.
- **Exit Procedures** - The MOU would require Irvine residents to be transported back to the City of Irvine upon exit from the Shelter. Transportation may be provided by the Shelter's shuttle service, rideshare, or Irvine staff/service partners.

Kitchen and Shelter Operator Agreements

The current Kitchen and Shelter Operator Agreements expire on April 30, 2026, and June 30, 2026, respectively. The City is currently conducting a Request For Proposals (RFP) for Kitchen Operations and will release an RFP for Shelter Operations in the first quarter of the 2026 calendar year. As the Shelter's budget is largely dependent upon these two (2) expenses, the City is unable to enter a long-

term contract with Irvine until these costs and the overall Shelter budget are finalized.

Intent of the MOU

The intent of the MOU is three-fold:

1. To ensure Costa Mesa beds are always occupied to assist in balancing the Shelter's budget.
2. To allow Irvine to begin referring residents on an "as available" basis while the Shelter's operational costs are finalized.
3. To allow both cities time to develop seamless referral and operational processes before executing a multi-year agreement proposed to commence on July 1, 2026.

ALTERNATIVES:

The City Council can choose to disapprove the proposed Irvine MOU and direct staff to bring back an updated MOU with alternative language.

The City Council can choose to deny the proposed Irvine MOU and direct staff to initiate discussions regarding use of beds at the Bridge Shelter with other potential partners.

FISCAL REVIEW:

The proposed MOU with the City of Irvine would provide a continuous revenue stream that would help offset the City's expenses to operate the Bridge Shelter. The following table provides an example of potential payments due by the City of Irvine based on the continuous use of beds at the shelter over a 30-day period, subject to availability:

Bed Utilization	Monthly Revenue	Remainder FY 2025-26 Revenue
5 beds	\$24,450	\$122,250
10 beds	\$48,900	\$244,500
15 beds	\$73,350	\$366,750
20 beds	\$97,800	\$489,000

This agreement is estimated to have a net positive impact of \$122,250 for the continuous use of five (5) beds for the remainder of fiscal year 2025-26 in the Housing Authority Fund (Fund 222).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item achieves City Council goals:

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

CONCLUSION:

Staff recommends the City Council approve the Memorandum of Understanding with the City of Irvine for access to beds, as available, at the Costa Mesa Bridge Shelter.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COSTA MESA AND
THE CITY OF IRVINE**

This MEMORANDUM OF UNDERSTANDING ("Agreement") is dated as of _____, 2026 ("Effective Date"), and entered by and among the City of Costa Mesa, a municipal corporation organized and existing under California law ("Costa Mesa") and the City of Irvine, which is a California charter city ("Irvine"), (cumulatively the "Parties," and at times individually a "Party"), with reference to and in consideration of the following:

WHEREAS, on April 9, 2019, Costa Mesa closed escrow on real property at 3175 Airway Avenue, in the City of Costa Mesa ("the Property" as more fully described in Section 2.10) for the purpose of developing a permanent shelter in the City of Costa Mesa;

WHEREAS, 12,285 square feet of the structure located on the Property is currently being used to operate a 100-bed emergency shelter (the "Costa Mesa Bridge Shelter" or "Shelter");

WHEREAS, the Costa Mesa Bridge Shelter provides temporary shelter and social services assistance with a "housing first" model of operation. The Shelter's goal is to assist individuals experiencing homelessness by providing them with temporary shelter while working with a client case manager to create and follow through on a housing plan that seeks to match them to permanent housing as soon as possible;

WHEREAS, Irvine is committed to a regional solution to address homelessness and, as such, has expressed a desire to partner with Costa Mesa to provide funding to operate the Shelter, as provided herein, in exchange for use of Costa Mesa beds, as available, in the Shelter, as more fully described in Section 4.3;

WHEREAS, the Parties desire to memorialize the terms and conditions by which Irvine will provide funding to support the operation of the Shelter and to agree on how Shelter beds will be accessible for Irvine; certain aspects of Shelter governance; how the Parties will share access to the capacity provided by the Shelter; how the Parties will share the costs and responsibilities associated with the operation of the Shelter; and other related matters in furtherance of their common purpose;

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

This Agreement establishes a memorandum of understanding for maintaining, providing, operating,

and facilitating the provision of temporary housing in the Shelter, and the provision of certain services to homeless and chronically homeless adults located within the boundaries of the Parties. This Agreement defines the respective rights and responsibilities of the Parties with respect to the financing, implementing, operating, and the provision of Services, as defined in Section 2.11, at the Shelter.

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

2.1. "Case Management Plan" shall mean the individual plan for each Shelter Resident that, among other things, sets forth details regarding how the Shelter Resident can reach the goal of obtaining long-term stable housing.

2.2. "Management and Operations Plan" shall mean and refer to the plan approved by Costa Mesa and the Shelter Operator, which details the terms, conditions, and standards by which Services are made available to Shelter Residents at the Shelter and shall require Services to meet or exceed industry standards.

2.3. "Operating Agreement" shall mean and refer to the contract between Costa Mesa and the Shelter Operator for the operation of the Shelter.

2.4. "Party Representative" shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.5. "Program" shall mean and refer to the Parties' cooperative financing and planning for the operation and the provision of Services at the Shelter.

2.6. "Program Area" shall mean and refer to the jurisdictional boundaries of the respective Parties.

2.7. "Property" shall mean the approximately 29,816 square foot building on a 1.34-acre parcel, located at 3175 Airway Avenue, Costa Mesa, CA (A.P.N. 427-091-12).

2.8. "Shelter" shall have the meaning ascribed in the Recitals above, and including but not limited to the operation, maintenance, repair of and/or provision of Services at the Shelter.

2.9. "Resident Transportation" shall mean how each Party shall arrange for its respective Shelter Residents to be transported to and from the Shelter and for appointments related to their Case Management Plan.

2.10. "Services" shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at the Shelter, as described in the Management and Operations Plan.

2.11. "Shelter Advisory Committee" shall mean any committee formed with local stakeholders to provide review of Shelter operations, enhance community relations, and provide information to the neighborhood surrounding the Shelter, local businesses, the Parties' respective staff or City Council of

either Party, and Shelter Operator and service providers.

2.12. "Shelter Operator" shall mean and refer to an experienced and qualified third-party contracted by Costa Mesa to provide comprehensive and day-to-day management and operation of the Shelter.

2.13. "Shelter Residents" shall mean and refer to homeless and chronically homeless adults located within the Program Areas of the respective Parties who receive services and reside at the Shelter.

3. TERM

3.1. General Term. This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first paragraph above and shall remain in full force and effect through June 30, 2026. This Agreement may be earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by Parties. Either Party may terminate this Agreement without cause by giving the other Party 30-days written notice pursuant to Section 9.2 herein.

3.3. Termination for Default. Upon the occurrence of any default, and following written notice and expiration of the time to cure as provided in Section 7.1 herein, the non-defaulting Party may, at its option declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement or the Program following termination. Nothing herein shall be construed as the non-defaulting Party's exclusive remedy for the remediation of default by a Party, and the non-defaulting Party reserves the right to pursue any and all available rights and remedies at law or in equity.

3.4. Continuing Enforceability. Following the effective date of termination, the Parties shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein.

4. IRVINE'S OBLIGATIONS

4.1. Irvine Per Diem Rate for Operations Costs. Upon the Effective Date, Irvine shall, at Costa Mesa's sole discretion, have access to Costa Mesa beds for use by Irvine clients, at a cost of \$163.00 per bed, per day ("Per Diem Rate"). Irvine shall make monthly payments to Costa Mesa for actual use of Costa Mesa beds, to be paid within 30 days of the close of the preceding month. The Parties expressly agree that Irvine shall not be liable for any operational costs prior to the Effective Date.

4.2. Irvine Outreach. Irvine shall assign a designated staff member as the main point of contact for all Shelter related items, who will participate in the various weekly and monthly meetings. Irvine reserves the right to amend the designated staff member; provided Irvine shall give Costa Mesa advanced notice of any new designee. Irvine outreach providers shall provide potential client referrals and all required paperwork to Costa Mesa's Neighborhood Improvement Manager or their designee to

confirm bed availability and acceptance. Irvine will coordinate outreach within its jurisdiction and provide transportation to the shelter.

4.3. Allocation of Beds. Irvine will work collaboratively with Costa Mesa to ensure that the shelter beds addressed in this Agreement are prioritized to meet the greatest needs of both Parties. Irvine shall, at Costa Mesa's sole discretion, have access to Costa Mesa beds at the Per Diem Rate stated in Section 4.1.

4.4. No Subletting. Subletting of Beds will not be allowed. Irvine shall be allocated use of Costa Mesa beds to refer homeless individuals deemed by Irvine to be highest priority persons referred to the Shelter by Irvine over time.

5.0 COSTA MESA OBLIGATIONS

5.1. Operation of Shelter. Costa Mesa shall act as the lead agency with respect to the operation of the Shelter. Costa Mesa shall provide to Irvine a copy of the Operating Agreement and Management and Operations Plan, which provides the Standards of Care for the Program, which meet or exceed industry standards. Costa Mesa shall ensure that Shelter Residents referred to the Shelter by either Costa Mesa or Irvine shall receive the same level of Services, as provided for in the Operating Agreement and Management and Operations Plan.

5.2. Intake. Costa Mesa shall maintain oversight of the Shelter intake clearance process for a reservation at the Shelter, which requires clearance by either Party's Police Department or the Neighborhood Improvement Manager or their designee. Entry will not be approved for individuals with an active felony warrant, who are a registered sex offender and/or have been convicted of any arson offense, as reflected on their background check, as confirmed by Costa Mesa Police Department or Irvine Police Department prior to entry.

5.3. Shelter Resident Outcomes. The Parties agree to cooperate to build a system where outcomes related to family unification, employment opportunities, affordable housing placement and services for subpopulations (veterans, domestic violence, seniors and transitional age youth) are addressed through connections to the broader Countywide System of Care. The Parties agree that such system shall include provisions to exclude all non-emancipated minors from utilizing any of the Services or being housed at the Shelter.

5.4. Service Contracts. Costa Mesa will be the "contracting party" to any written agreements with qualified professional(s), service providers, and/or licensed contractor(s) ("Consultant") necessary for the development or operation of the Shelter consistent with this Agreement.

5.5. Procurement Practices. Costa Mesa shall follow its own procedural formalities and requirements for services, purchases and acquisitions relating to the Property and the Shelter.

5.6. Provision of Documents. Costa Mesa agrees to provide all relevant documents related to the Operating Agreement, Management and Operations Plan, and operating costs of the Shelter, within forty-five (45) days of request from Irvine. With respect to any additional documents, besides the aforementioned, each request will be evaluated on a case-by-case basis and may be provided at an additional administrative cost. Any document provided identified as confidential shall be maintained as such by Irvine and not released without the express written permission of Costa Mesa.

6. JOINT OBLIGATIONS

6.1. Grants and other Third-Party Funding. The parties shall work together in regional alignment on any applications for local, state, and federal funding. As the permanent Shelter on the Property is owned and operated by Costa Mesa, Costa Mesa will serve as the lead agency, working in concert with Irvine, on all applications, requests and solicitations for federal, state and/or county funding and grant opportunities, loans, and subsidies related to all costs associated with the Shelter. Irvine agrees to cooperate in the grant application process by providing any data necessary to improve the chances of securing grant funding. The Parties will work together cooperatively to augment shelter operational enhancements whenever advantageous, with Costa Mesa as lead applicant endorsing grant applications and partnerships.

6.2. Security. Costa Mesa shall ensure that adequate security measures and policies are incorporated into the operation of the Shelter. This includes the requirement that entry to the Shelter is controlled by referral only, with no walk-up admission. Both Parties shall ensure their outreach staff provide clear direction to potential Shelter Residents on requirements for accessing the Shelter and its services, including the prohibition of walk-ups. Irvine will abide by any reasonable intake procedures and protocols established by Costa Mesa.

6.3. Long Term Housing. Consistent with the purposes of this Agreement, Irvine agrees to cooperate with Costa Mesa in providing for a regional solution to the unsheltered homeless population within their respective Program Areas, with the goal of transitioning Shelter Residents from the emergency shelter to long-term housing.

6.4. Community Coordination and Communication. The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Shelter Operator will work together cooperatively and in good faith to facilitate community partnerships, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Shelter and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

a) Complaints/ Inquiries. Any community complaints and/or inquiries about the Program should be recorded and forwarded to the appropriate Party, or its designated point of contact, for prompt investigation. The Party Representatives and Shelter Operator shall work together to facilitate appropriate responses to customer service requests and prompt resolution of community complaints.

b) Visitors / Tours. Visits by members of the community and tours of the Shelter should be made reasonably available by Costa Mesa and will be coordinated by and through Costa Mesa Shelter staff and the Shelter Operator.

c) Coordination of Government Agencies. The Program will be operated for the public good, and successful implementation will require the partnership of various stakeholders, including the Parties, the Shelter Operator, local school districts, and other local political subdivisions and community organizations. The Parties are, and the Shelter Operator shall be, committed to working cooperatively with numerous stakeholders to serve Shelter Residents in the Program Area. The Parties and the Operator will communicate and work collaboratively with local healthcare, housing, social services, and public safety departments through all stages of Program implementation, including but not limited to the implementation of the Management Operations Plan and Operating Agreement,

including ensuring compliance with intake and security procedures, implementation of Case Management Plans and placement in long term housing; however, Irvine shall have no obligations related to the Program not specifically addressed in the Operating Agreement, Management and Operations Plan and/or in this Agreement, unless expressly agreed to by Irvine.

6.5. Cooperation. The Parties agree to cooperate to the extent necessary in connection with ongoing administrative, grant funding, regulatory, and/or litigation proceedings, other than the Action, and similar matters which affect both Parties to this Agreement.

7. DEFAULTS, AND REMEDIES

7.1. Defaults.

a) Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this Agreement shall constitute a default, except as provided in Section 9.4 hereof. Except as required to protect against further damages, the non-defaulting Party may not institute legal proceedings against the Party in default until the non-defaulting Party has provided the defaulting Party notice of the default and the cure period has expired. The cure period for any default shall be thirty (30) calendar days after the defaulting Party's receipt of written notice from the non-defaulting Party that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this Section, the defaulting Party shall commence efforts to cure within such time periods and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

b) Cooperative Resolution. During the cure period set forth in paragraph (a), and prior to pursuing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this Agreement include, but are not limited to, meeting together, amending this Agreement, and/or seeking the assistance of a jointly agreed upon mediator.

7.2. Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Party may, at its option: declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement or the Program; or pursue damages or specific performance or other legal and equitable remedies the injured Parties may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Party's exclusive remedy for the remediation of default by a Party, and the non-defaulting Party reserves the right to pursue any and all available rights and remedies at law or in equity.

7.3. Non-refund of Contributions. The payments made by all Parties pursuant to this Agreement shall be used for the Program in the manner described herein, and all Parties acknowledge and agree that the administration and operation of the Program, provides an immediate benefit to each Party and that no payments made pursuant to this Agreement shall be refunded for any reason other than as specifically authorized herein.

8. INDEMNITY AND INSURANCE

8.1. Indemnity / Hold Harmless. Each Party shall hold harmless, indemnify, and defend the other Party, and its officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging to the extent caused by a Party's failure to fulfill any obligation of such Party arising pursuant to the performance or nonperformance of the Party's covenants and obligations under this Agreement, and/or which result from the negligent or wrongful act of the Party, or its officers, employees, or agents. This provision requiring a Party to hold harmless, indemnify, and defend the other Party shall expressly not apply to claims, losses, liabilities, or damages arising solely from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with any other Party. In the event of concurrent negligence of the Parties, their respective officers, or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence. Costa Mesa, in contracting following the Effective Date of this Agreement with third parties for design, development, construction, equipping, maintenance and repair of the Property, and operation of any aspect of the Shelter, shall require full indemnification and hold harmless clauses naming all Parties as provided for herein below. Irvine, in contracting following the Effective Date of this Agreement with any third parties relating to operation of any aspects of the Shelter, including, but not limited to, street outreach and transportation of Irvine referrals to and from the Shelter, shall require full indemnification and hold harmless clauses naming all Parties as provided for hereinbelow.

8.2. Insurance. Costa Mesa shall insure the Property and the Shelter, and shall require any Consultants, contractors or subcontractors operating or performing work at the Property, or for the Shelter, to hold policies of insurance with coverage and limits commensurate with industry standards and practices, which shall be agreed to by the Risk Managers of the Parties. Both Parties and their respective officers, employees and agents shall be named insureds on any liability coverage. Each Party shall provide for Workers' Compensation coverage for its own employees. Each party shall obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the other and their respective officers, agents, employees, and volunteers arising from this Agreement and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

8.3. Insurance for Consultants. Each Party shall require any Consultants engaged by them in conjunction with this Agreement to obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by each Party's Risk Manager:

a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

c) Workers' compensation insurance as required by the State of California. Consultants shall be required to waive, and to obtain endorsements from their workers' compensation insurer(s) waiving subrogation rights under their workers' compensation insurance policy(ies) against each Party, its officers, agents, employees, and volunteers arising from work performed by Consultant for the Party 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. Consultants shall obtain and maintain, said E&O liability insurance during the life of the Agreement and for three years after completion of the work thereunder.

e) In addition, the Shelter Operator shall be required to provide Sexual abuse/molestation coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and Cyber liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate covering: (i) all acts, errors, omissions, negligence, infringement of intellectual property; (ii) network security and privacy risks including, but not limited to, unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils including coverage for related regulatory defense and penalties; and (iii) data breach expenses payable whether incurred by the Parties or Shelter Operator including, but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Costa Mesa and/or Irvine.

f) Endorsements. Unless otherwise agreed to by the Parties, all insurance referred to in this Section 8.3 shall contain or be endorsed to contain the following provisions:

(i) Additional insureds: "The City of Costa Mesa and the City of Irvine and their 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 respective 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." This endorsement requirement does not apply to Professional Errors and Omissions insurance required by subsection (d) of this Section 8.3.

(ii) 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 the City of Costa Mesa and City of Irvine."

(iii) Other insurance: "The Consultant's insurance coverage shall be primary insurance, as respects the City of Costa Mesa, the City of Irvine and their officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa or the City of Irvine 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 Costa Mesa, Irvine, or their respective officers, officials, agents, employees, and volunteers.

h) 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.

i) 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 the contracting party. No policy of insurance issued as to which the Parties are 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.

8.4. Certificates of Insurance. Consultants shall be required to provide to each Party certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by the Parties, prior to performing any services under the agreement. The certificates of insurance shall be attached to any Consultant agreement.

8.5. 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 any Consultants contracted by either Party may be held responsible for payments of damages to persons or property.

9. MISCELLANEOUS

9.1. Approval by Party Representatives. Any term or provision of this Agreement that calls for the direction, approval, or consent of the Parties or Party Representatives, shall mean and refer to the direction, approval, or consent of both of the Party Representatives; provided that, notwithstanding anything contrary in this Agreement, Costa Mesa shall have sole discretion to approve or disprove any such action that: directly relates to the operation, management, capacity, construction, location, design, or scale of the Shelter, so long as Irvine's ability to use its allocated beds is not unreasonably impaired thereby; or any other action that, in Costa Mesa's reasonable discretion, will have a reasonably foreseeable negative material impact on residents, business, or public facilities in the area surrounding the Shelter, materially increase the intensity of Shelter use or capacity, or materially increase burdens on public services provided to said area. Except as specifically provided herein, all actions reasonably necessary to effectuate the purpose of this Agreement and the Program may be performed by the Party Representatives except as may otherwise be prohibited by state or federal law.

9.2. Notice. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the person(s) at the address below. Either Party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager
77 Fair Drive

CITY OF IRVINE

Sean Crumby
City Manager
1 Civic Center Plaza

Costa Mesa, CA 92626

Irvine, CA 92606

With a copy to:

Kimberly Hall Barlow
City Attorney
3777 N. Harbor Blvd.
Fullerton, CA 92835

Name
City Attorney
Street Address
City, State, Zip Code

9.3. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor as to the other Party. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

9.4. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond the control of the party obligated, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemic, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Parties shall each use reasonable efforts to resume performance as soon as practicable under the circumstances.

9.5. Survival of Terms at Termination. The provisions of Sections 3.4, 7.1-7.3, 8.1, 8.2, 8.5, 9.2, 9.4-9.10, and 9.12 shall survive the termination of this Agreement.

9.6. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

9.7. Amendments/ Entire Agreement. Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement, and the various Exhibits referenced herein which are incorporated fully by this reference, is the entire agreement among the Parties with respect to the subject matter hereof: and it supersedes any prior written or oral agreements with respect to the subject matter.

9.8. Severability. If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof: is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

9.9. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

9.10. Non-Waiver of Rights and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

9.11. Authority. The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

9.12. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of the other Party, and any such assignment without consent shall be null and void.

9.13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

Dated: _____, 2026

CITY OF COSTA MESA

By: _____
Cecilia Gallardo-Daly, City Manager

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney

Dated: _____, 2026

CITY OF IRVINE

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Clerk

EXHIBIT A.
Legal Description

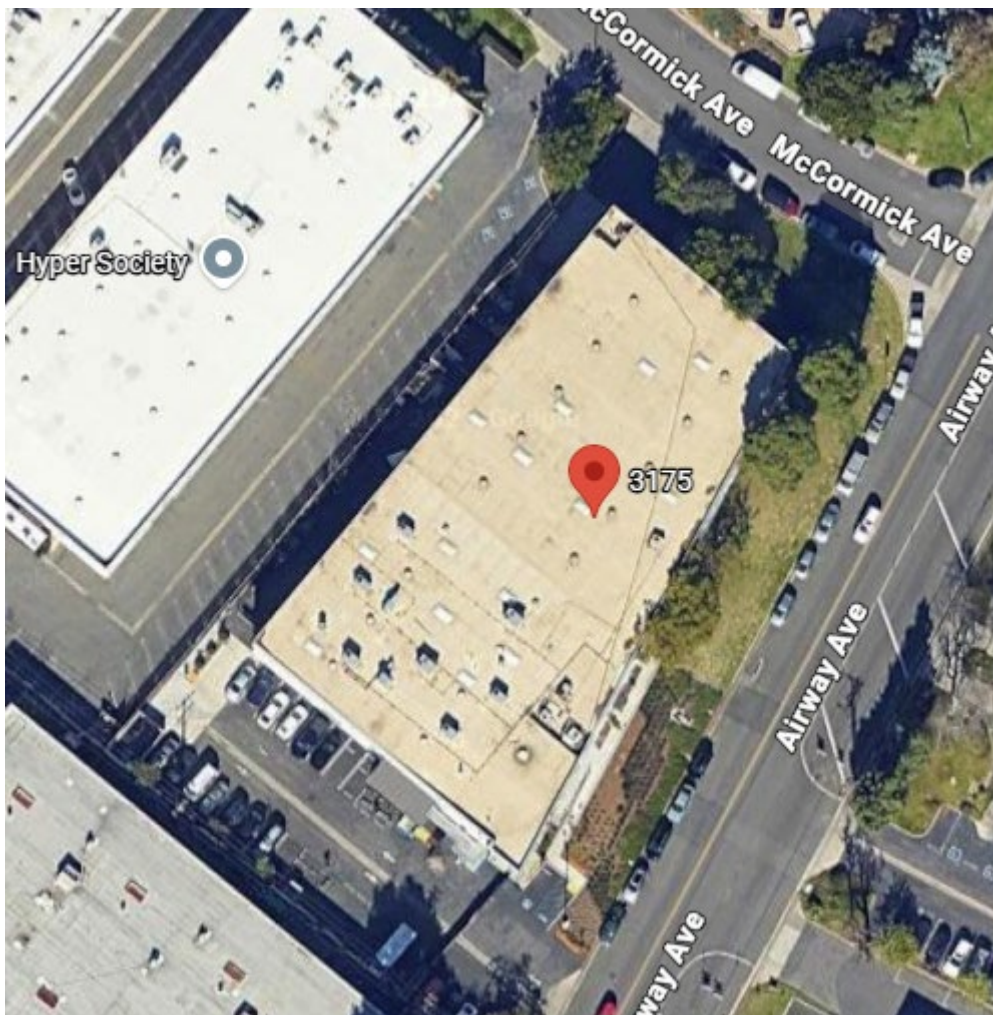
Parcel 4, in the City of Costa Mesa, County of Orange, State of California, as per map filed in book 34, page 13 of parcel maps, in the office of the county recorder of said county.

Except therefrom the minerals, oil, gas, and other hydrocarbon substances lying below the surface of said land.

APN/Parcel ID(s): 427-091-1.2

Commonly known as 3175 Airway Ave, Costa Mesa, California

Photographic depiction of the Property





CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-618

Meeting Date: 1/20/2026

TITLE:

APPROPRIATION OF OPIOID SETTLEMENT FUNDS

DEPARTMENT: CITY MANAGER OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, 714-754-5274

RECOMMENDATION:

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

BACKGROUND:

In 2021, nationwide settlements ("2021 National Settlements") were reached to resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen ("Distributors") and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). The 2021 National Settlements have been finalized, and payments have already begun. In all, the Distributors and J&J will pay up to \$26 billion over 18 years, with the City of Costa Mesa's ("City") allocation projected at \$1,839,901 over 15 years.

In late 2022, settlement agreements ("2022 National Settlements") were announced with three pharmacy chains, CVS, Walgreens, and Walmart and two additional manufacturers, Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward with finalizing the agreements. The 2022 National Settlements have been finalized, and payments have already begun. In all, the pharmacies and manufacturers will pay up to \$18.52 billion over 15 years, with the City's allocation projected at \$2,780,265 over 15 years.

The City's total projected allocation from the 2021 and 2022 National Settlements is \$4,620,166. As outlined in both settlement agreements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments. As stipulated in the 2021 and 2022 National Settlements, 15% of all Opioid Settlement Funds received shall be set aside to pay for services rendered by attorneys appointed to represent participating subdivisions (i.e., Costa Mesa) in litigation against the opioid manufacturers and distributors.

To date, the City has received a total of \$1,660,063 in Opioid Settlement Funds (OSF) and has outstanding attorney fees totaling \$167,137.19.

ANALYSIS:

OSF Allowable Expenditures

The 2021 and 2022 Settlement Agreements bifurcate allowable expenditures of OSF money into two (2) categories: High Impact Abatement Activities (“HIAA”) and Approved Opioid Remediation Uses (“Approved Uses”).

1. High Impact Abatement Activities - No less than 50% of the OSF money received in each calendar year must be used to:

- a. Provide matching funds or operating costs for substance use disorder facilities approved for funding within the Behavioral Health Continuum Infrastructure Program (BHCIP).
- b. Create new or expanded substance use disorder (SUD) treatment infrastructure.
- c. Address the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD.
- d. Divert people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction.
- e. Implement interventions to prevent drug addiction in vulnerable youth.

2. Approved Uses - OSF recipients must choose from an extensive list of strategies aimed at opioid remediation, including:

- a. Naloxone or other FDA-approved drug to reverse opioid overdose.
- b. Opioid-related treatment.
- c. Expanding services to pregnant/post-partum women and their unborn children.
- d. Expansion of warm hand-off programs and recovery services.
- e. Treatment for incarcerated population.
- f. Prevention programs.
- g. Syringe service programs.

OSF Synergy with Costa Mesa’s System of Care

The City has developed a comprehensive system of care for people experiencing homelessness, including those facing opioid-related challenges. This system includes Community Outreach Workers who address the needs of people without shelter, and Shelter Case Managers who work with people enrolled at the 100-bed Costa Mesa Bridge Shelter. The services provided by both groups satisfy the

HIAA requirement in that they “address the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD.” Further, the services provided by both Outreach Workers and Case Managers satisfy the Allowable Uses requirement in that they expand warm hand-off programs and recovery services, including the provision of comprehensive wrap-around services to individuals in recovery and those diagnosed with Opioid Use Disorder (OUD). Specific services include, but are not limited to, emergency housing (shelter), access to recovery/specialty housing, transportation, education, job training, case management, and connections to community-based services. While these are eligible activities and uses presently provided by the City that may be offset by future use of the OSF, the City Council may identify additional eligible services and programs for use of the funds.

Appropriation of current and future OSF money to pay legal fees and subsidize opioid remediation services for people experiencing homelessness will allow the City to continue providing the highest level of service to our most vulnerable community members.

ALTERNATIVES:

The City Council can authorize the appropriation of OSF money to pay past and future legal fees, and direct staff to develop an alternative plan for expenditure of OSF money on strategies aimed at opioid remediation.

FISCAL REVIEW:

To date, the City has received a total of \$1,660,063 in Opioid Settlement Funds and has outstanding attorney fees totaling \$167,137.19. Further, the City is projected to receive ongoing allocations of OSF money totaling approximately \$4,620,166 over the next 15 years. Appropriation of these funds in the Opioid Settlement Fund (Fund 227) will assist with payment of legal fees, as well as subsidize opioid remediation services for people experiencing homelessness.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item achieves the following City Council goals:

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

CONCLUSION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-606

Meeting Date: 1/20/2026

TITLE:

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

**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 City Council discuss the screening application and provide preliminary feedback to the staff and the applicant.



Agenda Report

Item #: 25-606

Meeting Date: 1/20/2026

TITLE: 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

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 City Council discuss the screening application and provide preliminary feedback to the staff and the applicant.

BACKGROUND:

Pursuant to Costa Mesa Municipal Code (CMMC) section 13-28(g)(4), a proposed master plan must undergo a City Council screening prior to the submittal of a development application. The purpose of the master plan screening is to solicit City Council comments on the overall merits and appropriateness of a proposed concept prior to the filing of formal entitlement applications. The screening is advisory only and does not constitute project approval, environmental review, or a determination of project consistency.

The Urban Plan allows live/work and residential loft units and deviations from development standards when approved through a Master Plan in exchange for high-quality design. Should the project move forward, the Master Plan would be subject to review and approval by the Planning Commission.

The property is located within the Mesa West Bluffs Urban Plan area. On April 4, 2006, the City Council adopted the Urban Plan to allow incentives for the development of live/work units and/or residential lofts. The intent is to provide development/economic incentives for private property owners to reinvest and redevelop their properties. The applicable objectives of the plan include the following:

- Encourage the construction of live/work units that combine residential and nonresidential uses in the same unit without exceeding the development capacity of the General Plan transportation system.
- Attract more residents and merchants by allowing mixed-use development in the form of a live/work loft, which offers first-floor retail/office uses and upper story living spaces in the same unit.

- Encourage adaptive reuse of existing industrial or commercial structures, which would result in rehabilitated buildings with unique architecture and a wider array of complementary uses.
- Stimulate improvement in the Mesa West Bluffs Urban Plan area through well designed and integrated urban residential development that is nontraditional in form and design with flexible open floor plans, which complements the surrounding existing development.
- Meet the demand of a new housing type to satisfy a diverse residential population comprised of artists, designers, craftspeople, professionals, and small-business entrepreneurs.
- Promote new types of urban housing that would be target-marketed to people seeking alternative housing choices in an industrial area. An urban loft would be an alternative to a traditional single-family residence, tract home, or small-lot subdivision.
- Encourage the design and development of urban residential structures reflecting the urban character of the surrounding industrial context, both in the interior and exterior areas. Encourage quality live/work development which promotes business activity through workspaces and amenity areas which are distinct from residential lofts/lifestyle lofts in design and function.

The Mesa West Bluffs Urban Plan can be found at the following link:

<https://www.costamesaca.gov/home/showpublisheddocument/313/636490563866670000>

PROJECT DESCRIPTION:

The project proposes a 34-unit live/work and residential loft development with three-unit types ranging from 1,432 square feet to 1,667 square feet with three bedrooms each. Each unit is proposed to include an attached two-car garage, along with approximately 200 square feet of private open space consisting of a ground-floor patio and second-floor deck. The project proposes to utilize the California Density Bonus Law (CDBL) to obtain a 20 percent density bonus in exchange for reserving two dwelling units at very low-income levels.

The project site includes one main driveway running down the center of the project site, with three buildings consisting of five or six units on each side of the driveway. Guest parking, trash enclosure, and transformers are proposed at the rear of the development.

PROJECT SITE:

The proposed development site is 1.4 acres, as shown in Exhibit 1 below, and is located on the east side of Placentia Avenue, approximately 300 feet north of the nearest intersection of Placentia Avenue and West 16th Street. The project site is currently developed with an approximate 13,100 square-foot warehouse and a second 3,450 square-foot warehouse, and is currently occupied by industrial and office uses.

Exhibit 1 **Vicinity Map**

The site has a General Plan Land Use Designation of “Light Industrial” and is zoned “General Industrial District” (MG). The site is surrounded by the uses identified in Table 1 below.

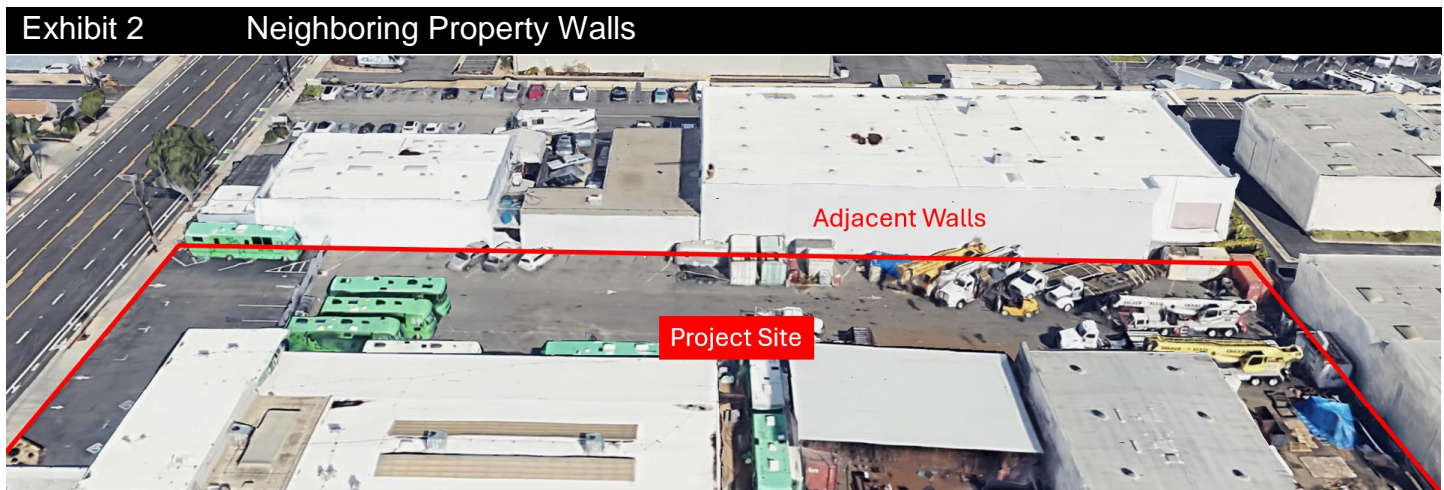
Table 1	Surrounding Uses
North	Boxing gym, air conditioning service
East	Automotive uses, office uses
South	Automotive uses, body shop including painting, contractors’ offices, vehicle and boat storage
West (Across Placentia Avenue)	Restoration service, roofing center, sailmaker, resin molding center, and automotive uses

PROJECT DISCUSSION:**Project Location**

The project is proposed to be located on a site that is within proximity to various uses which are utilized by residents. Table 2, below, identifies the distance from the project site to assigned public schools, parks, and other uses.

Table 2 Neighborhood Proximity		
Neighborhood Use	Walking Distance	Approximate Walking Time
Newport Heights Elementary School	1.0 miles	23-minute walk
Ensign Middle School	1.9 miles	44-minute walk
Newport Harbor High School	1.4 miles	33-minute walk
Wilson Coffee / Eller Bakery	0.3 miles	6-minute walk
Lions Park	1.0 miles	22-minute walk
Heller Park	1.0 miles	22-minute walk
Trader Joe's Grocery Store	0.6 miles	15-minute walk
American Gym	0.1 miles	1-minute walk
Beach	1.3 miles	32-minute walk

As shown in Exhibit 2 below, the property to the north has approximately 200 feet of building wall immediately adjacent to the outdoor areas of the proposed northern three-story units. These walls will not shade the development due to their northern orientation; however, staff believes the proposed configuration may create a “canyon-like” outdoor environment. The proposed dwelling units themselves will shade the private open space areas. Landscaping and open space should be arranged to maximize airflow and daylight.



The property is located adjacent to various industrial uses. As required by the Urban Plan, a Master Plan submittal must include a noise study and a Health Risk Assessment identifying any features needed to ensure a healthy living environment. Additionally, the project will be required to disclose the presence of nearby industrial uses to future homeowners. As shown in Exhibit 3 below, the project site is located north of an existing contractor facility, which includes a vehicle repair and paint use, as well as boat storage areas. The proposed southern units will overlook these existing uses, and the private outdoor areas will be approximately 20 feet from the existing uses.

Exhibit 3 Industrial Use Proximity***Traffic Evaluation***

Pursuant to the Costa Mesa Municipal Code (CMMC), a transportation impact study is required for all development projects that generate 100 or more vehicle trip ends during a peak hour. The City's Transportation Division preliminarily reviewed the application and determined that during the AM and PM peak hours, the proposed project would generate approximately 40 AM and 48 PM peak-hour trips, below the threshold. Therefore, as currently proposed, no traffic study would be required; however, traffic impact fees will apply. Full review of the project will commence after a development application is submitted.

Density Bonus

The applicant indicates that the project proposes to include 5 percent very low-income deed restricted affordable homes (two units). Pursuant to the CDBL, the proposed affordable unit percentage would allow for a density bonus of 20% over the allowable density. The General Plan allows for a maximum residential density of 13 dwelling units per acre in conjunction with the Mesa West Bluffs Urban Plan, and live/work units are typically allowed at 1.0 FAR, which equates to 15-20 dwelling units per acre; however, the density is dependent on many factors and not only on the maximum allowable FAR. The FAR and vehicle trip generation work in concert to ensure that the proposed development does not exceed the capacity of the General Plan circulation system.

As proposed, the project includes a residential loft density of 13 dwelling units per acre for 12 base units. The 16 total live/work units includes a FAR of 1.29. With the 20 percent density bonus, the project would be eligible to construct 6 additional residential loft units for a total of 18 residential loft units and 16 live/work units.

Parking and Circulation

Pursuant to the CDBL, total parking for residential projects proposing affordable units is based on bedroom count. The project requires a total of 67 parking spaces, and 80 are provided within attached two-car garages and in open parking at the rear of the property.

As shown in Exhibit 4 below, vehicular circulation is provided on the site by one driveway, which bisects the property. The driveway leads to a T-intersection at the rear of the project site, where the open parking, trash enclosure, and transformers are located. The project will be required to provide adequate turnaround for trash trucks and emergency vehicles.



The project proposes an internal pedestrian sidewalk system that provides pedestrian access to all units from Placentia Avenue. The site is located on Placentia Avenue, which includes a class II bikeway with bollard separation. The street also has multiple bus stops for the Orange County Transit Agency 47 bus route (Fullerton to Newport Beach).

Proposed Building Height and Architecture

With the approval of a Master Plan, the development can take advantage of the Mesa West Bluffs Urban Plan development standards, which allow for a maximum height of 60 feet and four stories. The project is designed with a maximum height of approximately 37 feet 11 inches, and the project does not utilize the roof areas to provide for additional open space.

As shown below in Exhibit 5, the project proposes contemporary architectural elements. The proposed designs incorporate limited offsets and articulations, and modern exterior materials which have been utilized in other Urban Plan projects. Details regarding the architectural style, materials used, building facades, as well as shade and shadow analysis, will be required and thoroughly reviewed with the future Master Plan application submission.

Exhibit 5 **Proposed Architecture**



Open Space

Each unit is proposed to include approximately 200 square feet of private open space. Minimal site open space is provided on the site except for landscaped sidewalks. As noted above, the project site is approximately one mile from the closest public park (Heller Park, Lions Park, and Sunset Ridge Park in Newport Beach). Due to the distance to recreational facilities, staff believe that additional private open space should be provided in the form of roof decks.

MERITS OF THE PROPOSED PROJECT:

The following is a summary of the merits of the proposed live/work project at this location:

1. Project meets objectives of the Mesa West Bluffs Urban Plan. The project appears to promote a type of urban housing including live/work and residential loft units. The project promotes residential ownership housing.
2. Proposed Development is consistent with the objectives of the General Plan, Zoning Code and Urban Plan. The proposed project is consistent with the goals and policies of the General Plan and live/work development standards of the Mesa West Bluffs Urban Plan. The proposed development generally meets the development standards and setback requirements with waivers and a concession which are allowed by the CDBL.
3. Ownership Units. The project proposes to include 34 ownership residential units, including two dwelling units reserved for very-low income households, which will contribute to the City's Regional Housing Needs Allocation (RHNA) obligations.

POTENTIAL FURTHER PROJECT DESIGN CONSIDERATIONS:

Staff will continue to work with the applicant on the following issues at the Council's direction:

1. Residential Amenities. While the plan does not include residential amenities, the Mesa West Bluffs Urban Plan does not require these features at the same level that would be provided in other residential areas of the City. Staff and the applicant will continue to discuss ways in which the project can provide appropriate amenities.
2. Project Location. The project location is in proximity to uses frequented by residents, including food and beverage establishments and a grocery store. However, the location is a mile away from the closest park and public schools. Even though future residents will be made aware of surrounding industrial uses, the project is surrounded by industrial uses which may be seen as a blight to future residences.
3. Open Space. While the preliminary plan includes modest private open space, the distance to parks may necessitate additional on-site open space. The Urban Plan allows for roof decks and a fourth floor, which would allow for more private open space on site.

ALTERNATIVES:

Because the screening process allows the applicant to consider the City Council's initial comments and refine the development concept based on Council feedback prior to submittal of a land use application for review, and no decisions are made, there are no alternative actions for the City Council to consider.

ENTITLEMENT PROCESS:

Should the application move forward, the project would be required to apply for a Master Plan and Tentative Tract Map, which would be reviewed by the Planning Commission. The project would also require an environmental determination in compliance with the California Environmental Quality Act (CEQA).

FISCAL REVIEW:

Through the 2015-2035 General Plan update, the City prepared a fiscal model based on adopted land uses. Commercial and Industrial uses were assumed on the project site for fiscal analysis purposes, which included various assumptions such as property tax, sales tax, franchise tax, etc. If the project proceeds to the submittal of a Master Plan application, the project would reduce sales tax, but may increase property tax as an offset in the General Fund (Fund 101).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal to diversify, stabilize and increase housing to reflect community needs.

CONCLUSION:

The screening process enables the City Council to provide preliminary feedback regarding the project. The City Council's comments do not set precedent for approval/denial nor constitute final action on the development project. In addition, the applicant may expect that the City staff review, and the Planning Commission will have other project comments/concerns that may not have been considered by the City Council. Additionally, the screening process allows the applicant to consider Council's initial comments and refine the development concept based on their feedback.

ATTACHMENT 1

URBAN MASTER PLAN SCREENING APPLICATION SUMMARY

Location:	1626 Placentia Avenue	Application No:	PSCR-25-0001
Request:	Urban Master Plan Screening review for a proposed 34 unit live/work and residential loft development, with three unit types, ranging from 1,432 square feet to 1,667 square feet. The project will also include new circulation, landscaping, and on-site parking.		

SUBJECT PROPERTY:

SURROUNDING PROPERTY:

Zone:	MG (General Industrial)	North:	MG (Gym and Industrial Uses)
General Plan:	LI (Light Industrial)	South:	Industrial Uses)
Lot Dimensions:	165 ft X 368 ft	East:	MG (Multi-Tenant Industrial Park)
Lot Area:	1.4 acres	West:	MG (Various Industrial Uses)
Existing Development:	The project site is currently developed with an approximate 13,100 square-foot warehouse and a second 3,450 square foot warehouse and is currently occupied by industrial and office uses.		

DEVELOPMENT STANDARDS COMPARISON

Development Standard	Mesa West Bluffs Requirements	Proposed/Provided	Compliance?
Lot Size			
Lot Size	1 Acre	1.4 acres	Yes
Density/Intensity			
Live/Work FAR	1.0*	1.29	YES - Pending Traffic
Residential Loft DU/ac	13	13	Yes
Building Height			
	4 stories / 60 FT	3 Stories / 37 FT 11 IN	Yes
Development Lot Building Setbacks			
Front	15 FT	15 FT	Yes
Side (left / right)	10 FT	(21 FT/21 FT)	Yes
Rear	0 FT	49 FT	Yes
Distance between main buildings	10 FT	9.5 FT	No -Waiver
Open Space			
Open Space	40%	35%	No – Waiver
RL Open Space	200 SF / unit	200 SF/ unit	Yes
Density Bonus Parking Requirement			
Total Parking	67	80	Yes
Final Action	Planning Commission will review Master Plan		
CEQA Review	TBD		
*The overall density/intensity is depended on many factors and not solely on the maximum allowable FAR. The FAR and vehicle trip generation work in concert to ensure that the proposed development does not exceed the capacity of the General Plan circulation system.			

December 5, 2025

Ms. Carrie Tai
Director of Economic & Development Services
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Re: Urban Master Plan Screening Application, Placentia & 16th – 1626 Placentia Avenue, Costa Mesa, CA 92627

Dear Ms. Carrie Tai:

I. Introduction

Please accept this Urban Master Plan Screening Application (“UMPSA”) on behalf of Warmington Residential, (“Applicant”) to redevelop an Industrial lot in Costa Mesa with state-of-the-art townhomes (“Placentia & 16th”). Attached in support of this UMPSA, please find:

1. UMPSA
2. Full-size project plan sets, including:
 - a. Site Plan
 - b. Floor Plans
 - c. Elevation Plans
 - d. Roof Plans
3. Drainage Study
4. Erosion Control Study
5. Public Notification Requirement
6. Title Report
7. Water Quality Report
8. Site Photos (digital format)
9. Filing Fee Payment

II. Project Description

A. Legal Description

The South 165 feet of lot 711 of the Newport Mesa Tract, in the City of Costa Mesa, County of Orange, State of California, as shown on a map recorded in book 5, page 1, of miscellaneous maps, in the office of the County recorder of said County.

Continued on next page →

B. Location and Existing Conditions

The project site consists of a 1.4-acre industrial parcel (APN: 424-121-02) located at 1626 Placentia Avenue within the Manufacturing (MG) zone. The property is developed with two primary structures, including a 13,100 SF warehouse that was renovated in 2019 into a corporate office, and an adjacent 3,450 SF warehouse. The site also contains a covered maintenance area and surface parking.

Below please find a summary of the Project Site in Table 1 and a map of the location as provided in Figure 1:

TABLE 1: EXISTING SITE SUMMARY

Consideration	Information
Project Site Size	1.4 acres
Address	1626 Placentia Ave
APN	424-121-02
Zoning Designation	Manufacturing ("MG")
Existing Structure	Warehouse, Office Building, Maintenance Area
Building Sq Ft to be Demolished	16,550 ft ²
Existing Parking	Ground-level, uncovered stalls

FIGURE 1: SITE LOCATION MAP



Continued on next page →

C. Background

The site falls within the Mesa West Bluffs Urban Plan area, which was established as a residential overlay zone by the Costa Mesa City Council on April 4, 2006, and later amended on April 5, 2016. Once a Master Plan application is approved, the development standards of the underlying zoning district are replaced by those outlined in the Mesa West Bluffs Urban Plan. This area primarily comprises industrial and commercial properties in Westside Costa Mesa, located south of 19th Street and along Placentia Avenue between 19th Street and Victoria Avenue. The purpose of the Urban Plan is to encourage reinvestment within its boundaries by conditionally allowing residential development.

D. Proposed Project

The proposed Placentia and 16th townhome community at 1626 Placentia Avenue consists of six residential buildings. Four buildings total 13,323 square feet each and contain six townhome units per building. Two additional buildings total 11,110 square feet each and contain five townhome units per building. The unit mix alternates between 3bd/3ba homes at 1,432 net square feet and 4bd/4ba live-work homes at 1,667 net square feet.

Each townhome includes a private patio ranging from 122 to 131 square feet, a private deck ranging from 78-80 square feet, and a two-car garage ranging from 457 to 606 square feet. The project provides a total of 80 onsite parking spaces, which includes 68 enclosed garage spaces and 12 guest spaces.

Warmington, the developer of Placentia & 16th, is a privately held real estate development firm based in Costa Mesa, California, has been in business since 1926. With nearly a century of experience, Warmington has built more than 40,000 homes and currently operates in multiple markets across California and Nevada. The company's divisions include Warmington Residential, which focuses on homebuilding, and Warmington Properties, which manages a portfolio of multifamily, commercial, and student housing assets. Known for its commitment to quality and design, Warmington continues to develop communities ranging from single-family homes to urban infill projects.

Continued on next page →

A statistical summary of the proposed project can be found in Table 2, below:

TABLE 2: PROPOSED PROJECT SUMMARY

Consideration	Information
Building Size	13,323 (6 units) / 11,110 sf (5 units)
Unit Size	1,432 nsf/du (18 units)
Unit Size (Live-Work)	1,667 nsf/du (16 units)
Private Patios	122-131 sf/du
Private Decks	78-80 sf/du
Garage size	457-606 sf/du
Building Height	37 ft 11-inch max.
Parking Spaces	80

E. SB 330

The Housing Crisis Act of 2019 (Chapter 654, Statutes of 2019 (SB 330)) strengthened protections for housing development projects under the Housing Accountability Act (HAA), Planning and Zoning Law, and the Permit Streamlining Act.

Among other provisions, to increase transparency and certainty early in the development application process, SB 330 allows a housing developer the option of submitting a “preliminary application” for any housing development project (, § 65589.5, subdivision (o)). Submittal of a preliminary application allows a developer to provide a specific subset of information on the proposed housing development before providing the complete information required by the local government. Upon submittal of an application and a payment of the permit processing fee, a housing developer is allowed to “freeze” the applicable standards to their project early while they assemble the rest of the material necessary for a full application submittal. This ensures development requirements do not change during this time, adding costs to a project due to potential redesigns due to changing local standards.

On July 15, 2025, we submitted to the City an SB330 preliminary application (PPRE-25-0002), the required fee was paid and pre-app deemed complete on August 7, 2025. To maintain our vesting, we must submit a full development review application within 180 days of the pre-app, which is February 3, 2026.

We intend to submit a full development review application after the Urban Master Plan Screening (UMP Screening) process has concluded and we have incorporated any feedback received from the City Council.

Continued on next page →

F. Density Bonus

Under California Government Code Section 65915, housing developments that include affordable units are eligible for a density bonus. This project has a base density of 28 units. By setting aside 5% of the units (2 units) for very low-income households, the project qualifies for a 20% density bonus. This bonus allows for 6 additional units, increasing the total allowable units to **34**.

G. Waivers and Concessions

This project is requesting waivers from the following development standards outlined in Table A2 (Live-Work) of the Mesa West Bluffs Urban Plan:

1. Minimum workspace size.
2. Required open space for the development lot.
3. Front build-to line requirement.
4. Building separation <10 ft

In addition, the project seeks a concession from the requirement to underground adjacent electrical utility poles (Costa Mesa Municipal Code Section 13-71(d)).

The applicant also reserves the right to request additional waivers, incentives, and concessions pursuant to CA Government Code Section 65915.

III. Land Use Regulation Consistency Review

A. Zoning Consistency

The project site is zoned Manufacturing (MG) under the City of Costa Mesa Zoning Code; however, residential uses such as townhomes are permitted through the Mesa West Bluffs Urban Plan. The proposed townhome project complies with applicable requirements of the Mesa West Bluffs Urban Plan. The development meets standards for maximum building height (not to exceed 40 feet), private patios, guest parking, landscaping (minimum 10%), and screened trash/recycling areas. The project also addresses transitional design elements to buffer adjacent industrial uses, includes adequate on-site parking, and provides a private driving aisle for resident access and emergency vehicles. All units comply with minimum lot size, floor area ratio, and architectural design standards for multi-unit residential development within a modified manufacturing context.

Continued on next page →

IV. Conclusion

The proposed Placentia & 16th townhomes will provide high-quality for-sale homes, meeting a critical community need while fully complying with Costa Mesa's zoning and regulatory standards. We look forward to collaborating with the City and providing any additional information needed.

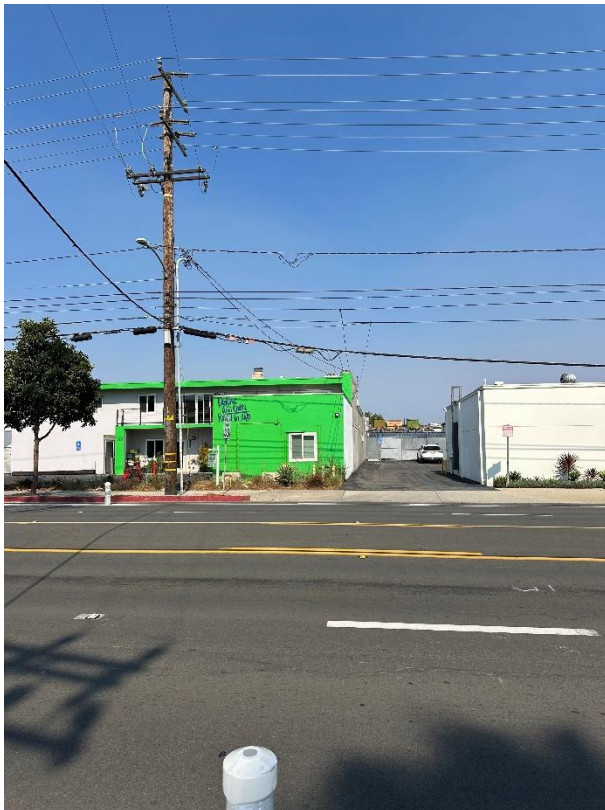
Thank you for your consideration.

Sincerely,

Michael Johnston
CREDE Group

Exhibit A







1626 PLACENTIA AVENUE

C O S T A M E S A , C A L I F O R N I A

DEVELOPER INFORMATION

WARMINGTON RESIDENTIAL
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COSTA MESA, CA 92626
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PHONE: (949) 61-5431
EMAIL: MICHAEL.JOHNSTON@CREDEGROUP.COM

CONSULTANT INFORMATION

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IRVINE, CA 92614
CONTACT: ALAN SCALES
PHONE: (949) 221-6256
EMAIL: ASCALES@KTGY.COM

CIVIL:
C&V CONSULTING, INC.
9830 IRVINE CENTER DRIVE
IRVINE, CA 92618
CONTACT: ANTONIO RUIZ
PHONE: (949) 916-3800
EMAIL: ARUIZ@CVC-INC.NET

LANDSCAPE ARCHITECTURE:
BMLA LANDSCAPE ARCHITECTURE
310 NORTH JOY STREET
CORONA, CA 92879
CONTACT: JEFF TROJANOWSKI
PHONE: (951) 737-1124
EMAIL: JEFFT@BMLA.NET

SHEET INDEX

ARCHITECTURE

A0.00 - COVER

A0.10 - SHEET INDEX + PROJECT SUMMARY

A1.00 - SITE PLAN

A1.10 - REFUSE PLAN

A2.00 - B500 - 5-PLEX - PERSPECTIVES

A2.10 - B500 - 5-PLEX - ELEVATIONS

A2.20 - B500 - 5-PLEX - BUILDING PLANS

A3.00 - B600 - 6-PLEX - PERSPECTIVES

A3.10 - B600 - 6-PLEX - ELEVATIONS

A3.20 - B600 - 6-PLEX - BUILDING PLANS

A4.00 - UNIT PLANS - PLANS 1 & 2

4.10 - UNIT PLANS - PLAN 1 ALT.

A5.00 - COLOR & MATERIAL BOARD

A6.00 - VISIBILITY DIAGRAM

COMMUNITY CONTEXT (1:300)



CIVIL

SHEET 1 - TENTATIVE TRACT MAP

SHEET 2 - PRELIMINARY GRADING PLAN

SHEET 3 - PRELIMINARY UTILITY PLAN

SHEET 4 - FIRE ACCESS & HYDRANT LOCATION PLAN

LANDSCAPE

LP 1 - OVERALL LANDSCAPE PLAN

LP 2 - ENLARGEMENT

LP 3 - WALL AND FENCE PLAN

SITE SUMMARY									
APN: 424-121-02									
STREET ADDRESS:		1626 PLACENTIA AVENUE, COSTA MESA, CALIFORNIA				OCCUPANCY:		R-2	
						TYPE OF CONSTRUCTION:		V-B	
COUNTY:		ORANGE COUNTY				SPRINKLER SYSTEM:		FULL NFPA 13	
GENERAL PLAN LAND USE		LIGHT INDUSTRIAL				NUMBER OF STORIES:		3	
CURRENT ZONING:		GENERAL INDUSTRIAL				PROPOSED BUILDING HEIGHT:		37'-11"	
SPECIFIC PLAN:		MESA WEST BLUFFS URBAN PLAN, RESIDENTIAL DEVELOPMENT STANDARDS				MAX:		60'	
								Per Mesa Bluffs Urban Plan, Residential Development Standards Table A1	
						SETBACKS:		Per Mesa Bluffs Urban Plan, Residential Development Standards Table A3	
								PROVIDED	
LOT AREA (GROSS):		±		1,433 AC		62,421 SF			
LOT AREA (NET):		±		1,395 AC		60,766 SF			
DEVELOPMENT LOT COVERAGE:				60% REQUIRED - RESIDENTIAL					
				90% REQUIRED - LIVE/WORK					
BUILDING FOOTPRINTS:		25,614 SF							
DRIVE AISLE, DRIVE WAY, & PARKING:		14,059 SF							
TOTAL:		39,673 SF =		65% PROVIDED					
OPEN SPACE:				30% MIN. REQ. - LIVE/WORK					
		21,093 SF=		35% PROVIDED					
FAR (LIVE/WORK):		1.0		PROVIDED:		0.9			
DENSITY (15-20 DU/AC RESIDENTIAL):				PROVIDED:		24.4 DU/AC		(NET) STATE DENSITY BOOST	
NUMBER OF HOMES:						34 UNITS			
						FRONT		9'-0" *WAIVER REQUESTED MIN. 15'	
						SIDE		15'-4" MIN. 10'	
						REAR		54'-3" MIN. 5'	

UNIT SUMMARY												
DWELLING UNITS												
PLAN TYPE	DESCRIPTION	# OF UNITS	MIX	NET/ UNIT	TOTAL NET	LIVE - WORK	GROSS/UNIT	TOTAL GROSS	GARAGE	PRIVATE UPPER FLOOR DECKS	GROUND FLOOR PATIOS SF	TOTAL PRIVATE UPPER FLOOR DECKS
PLAN 1	3 BEDS / 3 BATHS	16 UNITS	47%	1,432 SF	22,912 SF	0 SF	1,544 SF	24,704 SF	505 SF	78 SF	VARIES PER SITE PLAN SEE A0.10 PRIVATE OPEN SPACE	1,248 SF
	PLAN 1 ALT.	3 BEDS / 3 BATHS	2 UNITS	6%	1,432 SF	0 SF	1,544 SF	3,088 SF	606 SF	78 SF		156 SF
PLAN 2 (LIVE - WORK)	4 BEDS / 4 BATHS	16 UNITS	47%	1,667 SF	26,672 SF	285 SF/UNIT	1,777 SF	28,432 SF	457 SF	80 SF		1,280 SF
	TOTAL		34 UNITS	100%			52,448 SF	56,224 SF		236 SF	2,684 SF	
	ACCESSIBLE UNITS: 10 % OF 34 UNITS = 4 ACCESSIBLE UNITS											

BUILDING SUMMARY				
BLDG #	DESCRIPTION	NET SF	GROSS SF	GROSS SF (+GARAGE & PRIV. DECK)
BLDG 1	B600 (6-PLEX)	9,297 SF	9,963 SF	13,323 SF
BLDG 2	B600 (6-PLEX)	9,297 SF	9,963 SF	13,323 SF
BLDG 3	B500 (5-PLEX)	7,630 SF	8,186 SF	11,110 SF
BLDG 4	B500 (5-PLEX)	7,630 SF	8,186 SF	11,110 SF
BLDG 5	B600 (6-PLEX)	9,297 SF	9,963 SF	13,323 SF
BLDG 6	B600 (6-PLEX)	9,297 SF	9,963 SF	13,323 SF
TOTAL BUILDING SF		52,448 SF	56,224 SF	75,512 SF

OPEN SPACE SUMMARY				
REQUIRED OPEN SPACE				
PER MESA WEST BLUFFS URBAN PLAN				
MIN. 200 SF PER DU	200 SF	X	34 DU =	6,800 SF
PROVIDED OPEN SPACE				
SHARED OPEN SPACE	10977 SF			
PRIVATE OPEN SPACE (PATIOS+DECKS)	6,977 SF			
TOTAL OPEN SPACE	17,954 SF	528 SF/DU		

PARKING SUMMARY				
REQUIRED PARKING *PER STATE DENSITY BONUS				
0-1 BEDS	1.25 SPACES / UNIT	x	0 UNITS =	0 SPACES
2 BEDS	1.5 SPACES / UNIT	x	0 UNITS =	0 SPACES
3 BEDS	1.5 SPACES / UNIT	x	18 UNITS =	27 SPACES
4 BEDS	2.5 SPACES / UNIT	x	16 UNITS =	40 SPACES
TOTAL REQUIRED PARKING				67 SPACES
PROVIDED PARKING				
RESIDENTIAL (GARAGE SPACES)				
3 BEDS	18 UNITS	x	2 SPACES /DU =	36 SPACES
4 BEDS	16 UNITS	x	2 SPACES /DU =	32 SPACES
GUEST PARKING				= 12 SPACES (INCL. 1 ADA SPACE)
TOTAL PROVIDED PARKING				80 SPACES
SATISFIES STATE DENSITY BONUS REQUIREMENT				

PRIVATE OPEN SPACE		
UNIT	PRIVATE PATIOS	PRIVATE DECKS
1	131 sf	80 sf
2	123 sf	78 sf
3	123 sf	78 sf
4	131 sf	80 sf
5	123 sf	78 sf
6	131 sf	80 sf
7	131 sf	80 sf
8	123 sf	78 sf
9	123 sf	78 sf
10	131 sf	80 sf
11	123 sf	78 sf
12	131 sf	80 sf
13	131 sf	80 sf
14	123 sf	78 sf
15	123 sf	78 sf
16	123 sf	78 sf
17	131 sf	80 sf
18	130 sf	80 sf
19	122 sf	78 sf
20	122 sf	78 sf
21	122 sf	78 sf
22	130 sf	80 sf
23	130 sf	80 sf
24	122 sf	78 sf
25	130 sf	80 sf
26	122 sf	78 sf
27	122 sf	78 sf
28	130 sf	80 sf
29	130 sf	80 sf
30	122 sf	78 sf
31	130 sf	80 sf
32	122 sf	78 sf
33	122 sf	78 sf
34	130 sf	80 sf
TOTAL	4,293 sf	2,684 sf

- NOTES:
1. PLANS TO BE IN COMPLIANCE WITH:
- 2025 CALIFORNIA BUILDING CODE
 - 2025 CALIFORNIA ENERGY CODE
 - 2025 CALIFORNIA GREEN BUILDING CODE
 - 2025 CALIFORNIA PLUMBING CODE
 - 2025 CALIFORNIA MECHANICAL CODE
 - 2025 ELECTRICAL CODE.





FRONT PERSPECTIVE OF BUILDING TYPE B-500



REAR PERSPECTIVE OF BUILDING TYPE B-500



4 - LEFT



2 - RIGHT



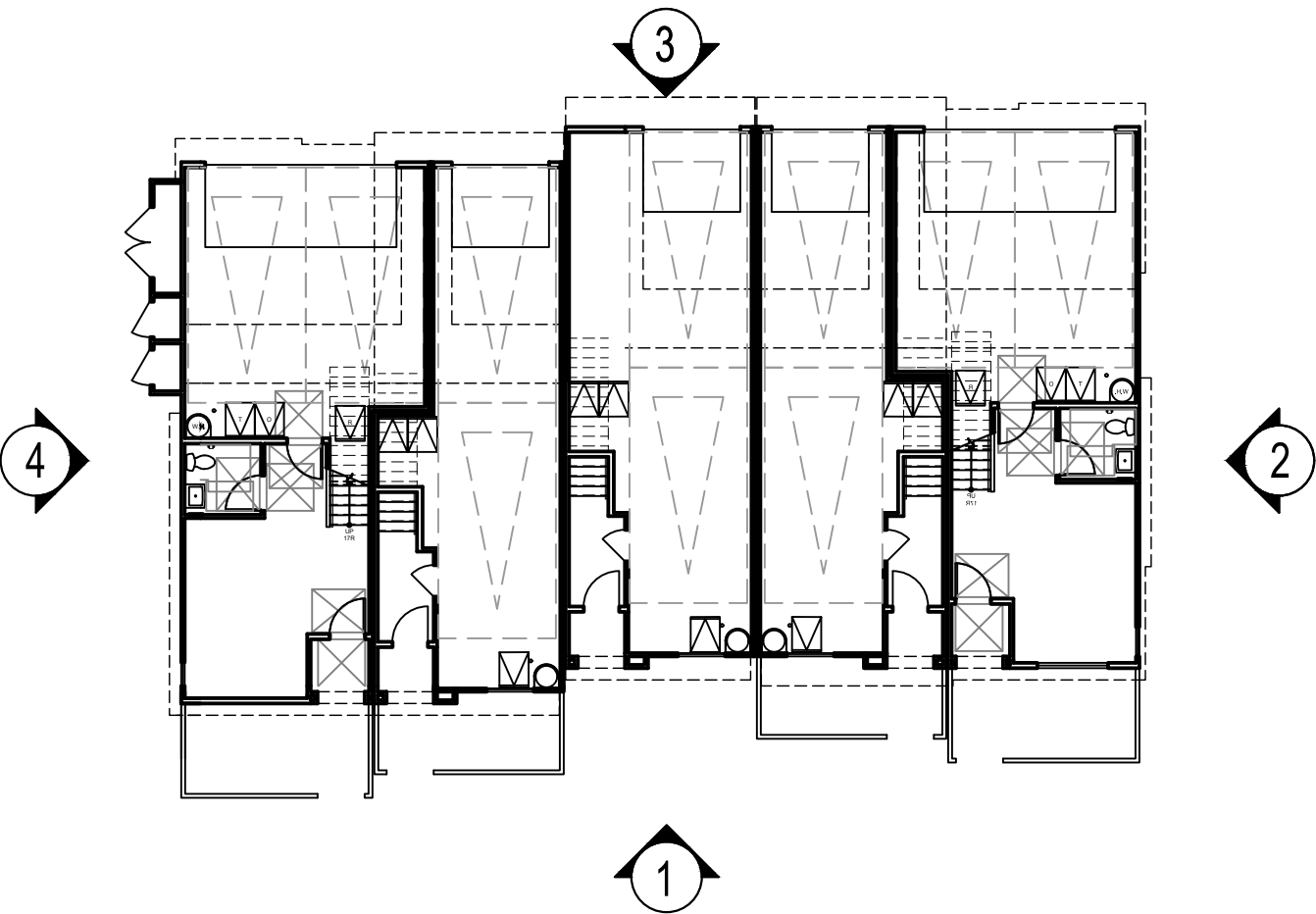
3 - REAR



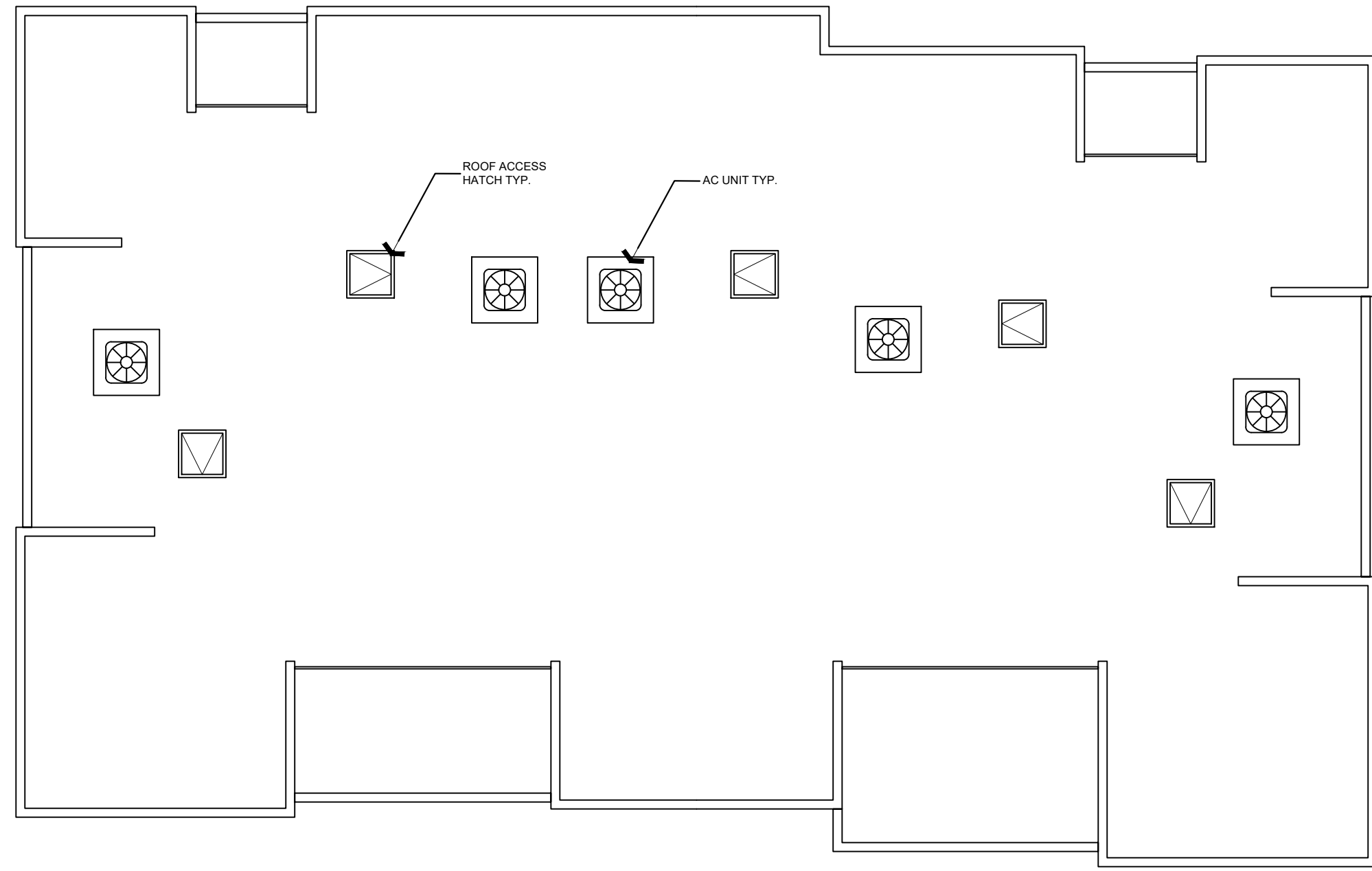
1- FRONT

MATERIAL LEGEND

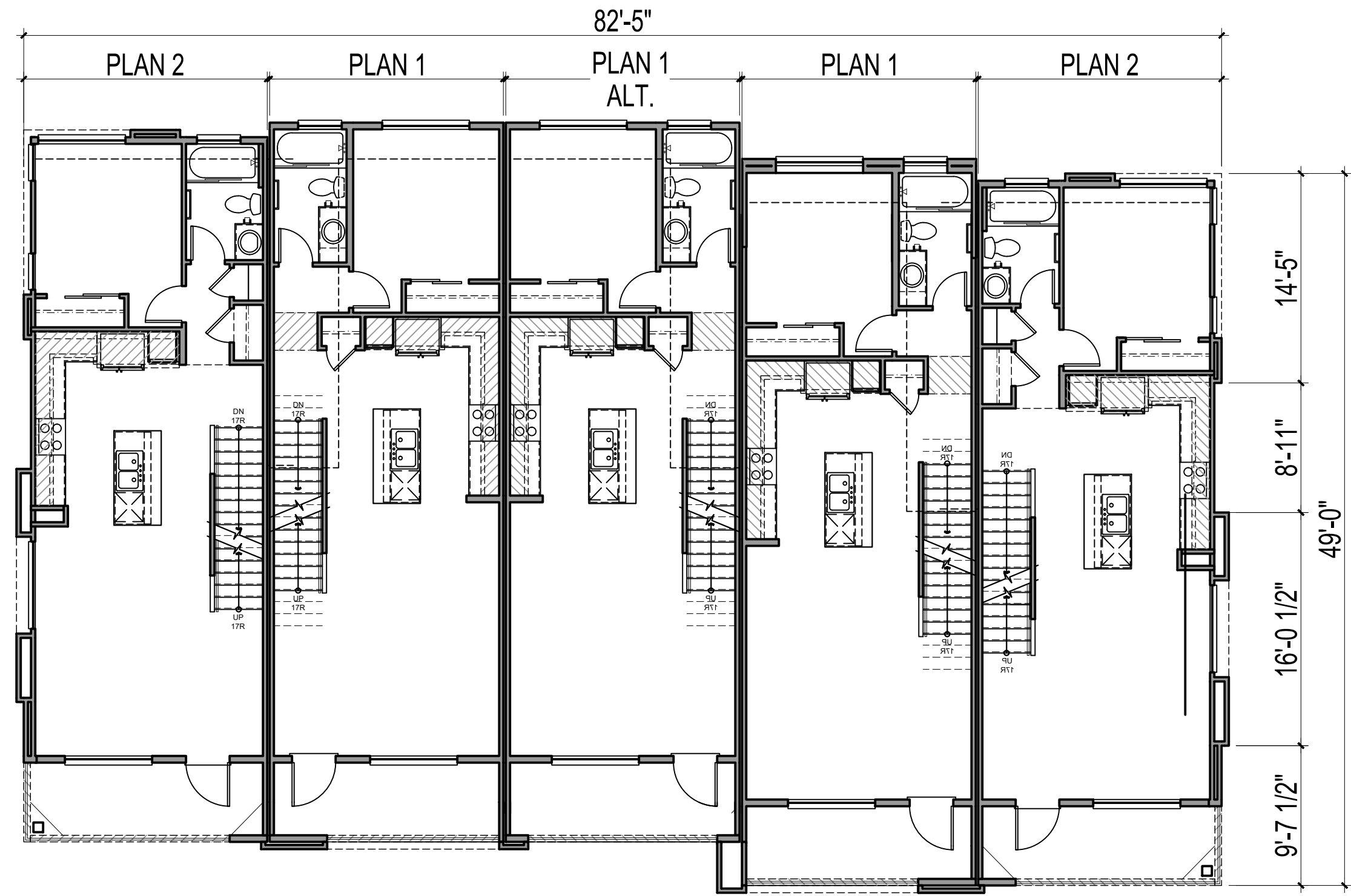
- 1. STUCCO, LIGHT SAND FINISH
- 2. STUCCO O/ FOAM TRIM
- 3. VINYL WINDOWS
- 4. METAL DECK RAILING
- 5. METAL FALL PROTECTION RAILING
- 6. HORIZONTAL SIDING
- 7. FIBERGLASS ENTRY DOOR
- 8. ILLUMINATED ADDRESS SIGN
- 9. DECORATIVE LIGHT
- 10. METAL SECTIONAL GARAGE DOOR
- 11. ROOF MOUNTED AC UNITS



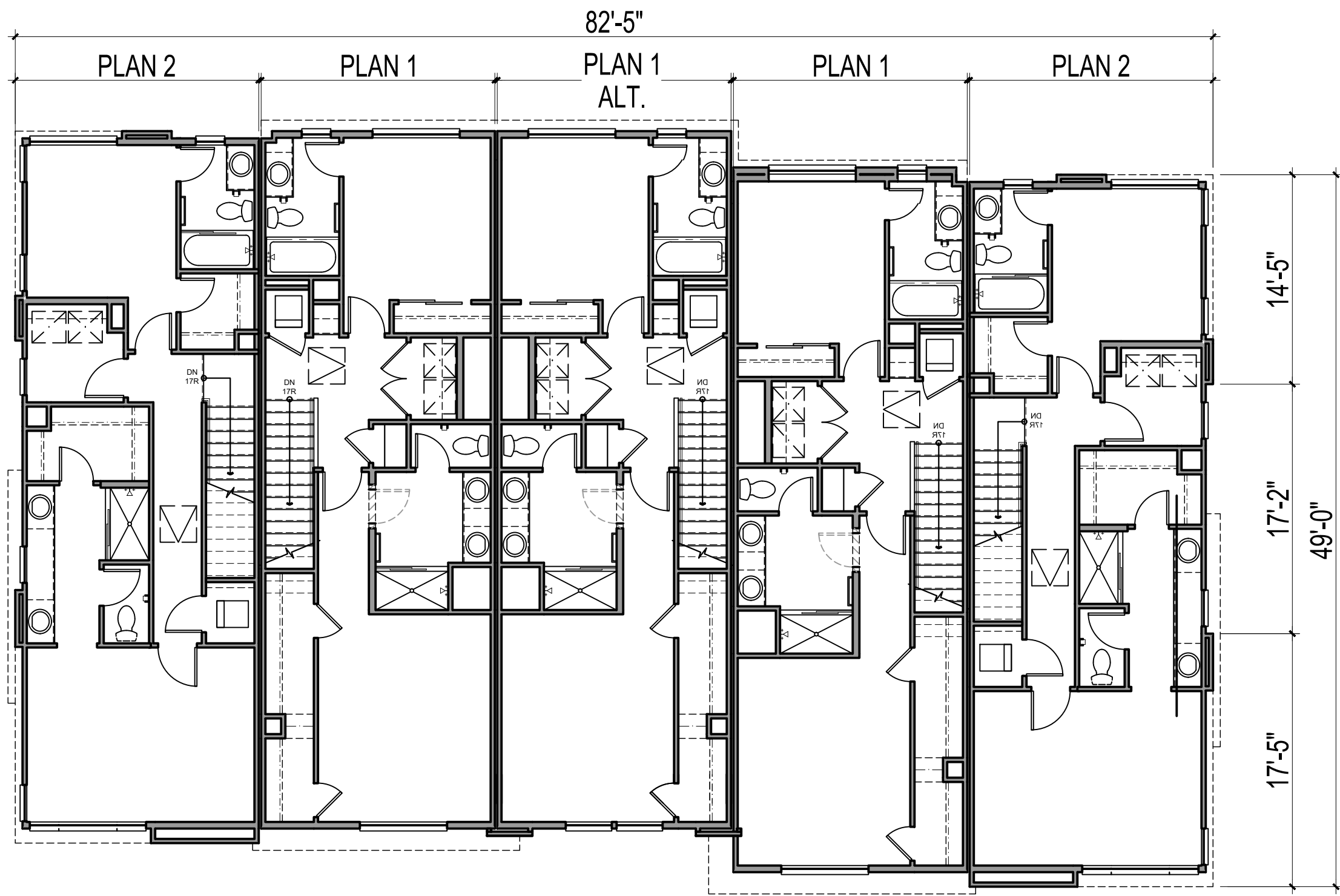
KEY BUILDING PLAN: 1/16" = 1'-0"



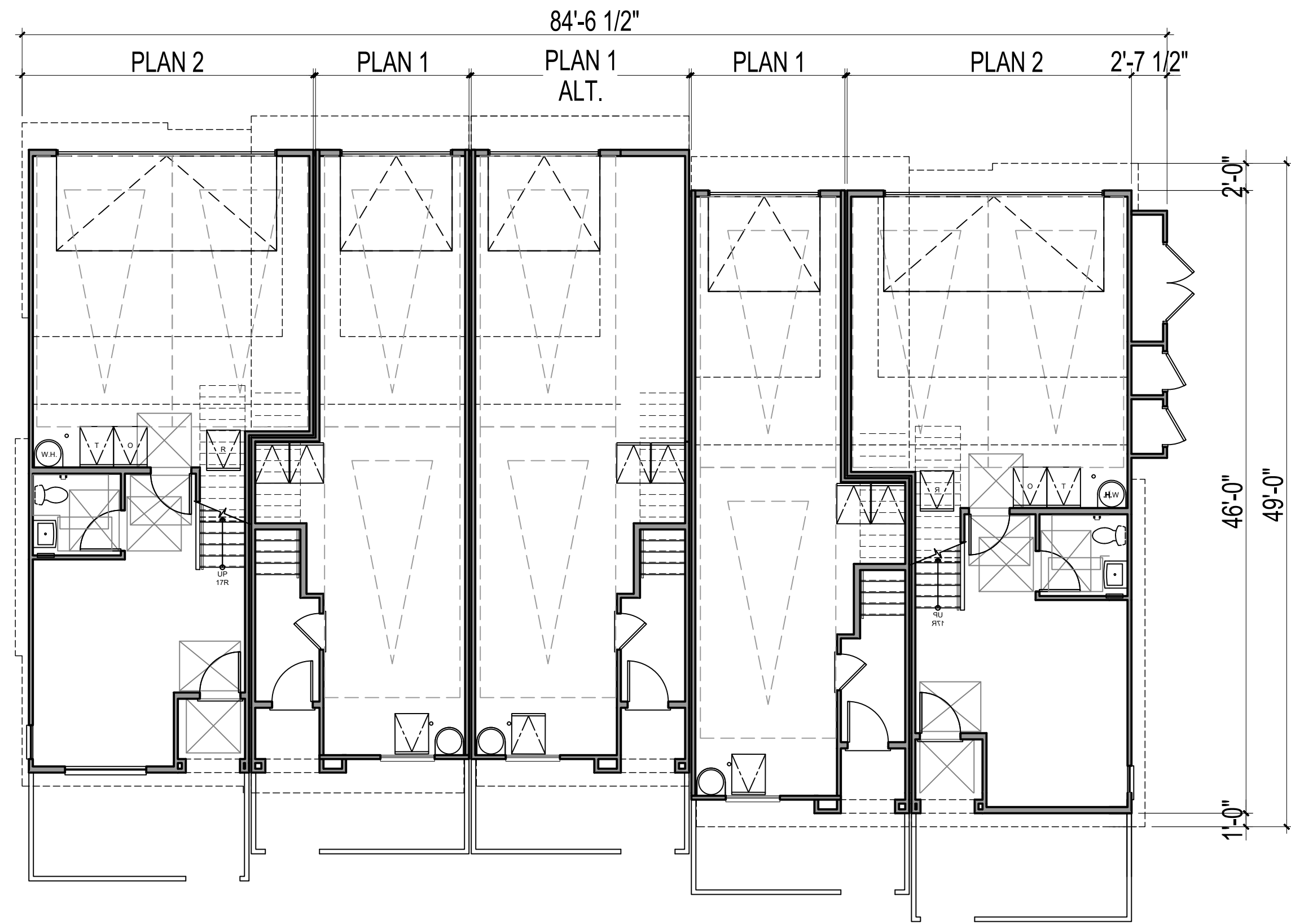
ROOF PLAN



SECOND FLOOR



THIRD FLOOR



FIRST FLOOR



FRONT PERSPECTIVE OF BUILDING TYPE B-600



REAR PERSPECTIVE OF BUILDING TYPE B-600



4 - LEFT



2 - RIGHT



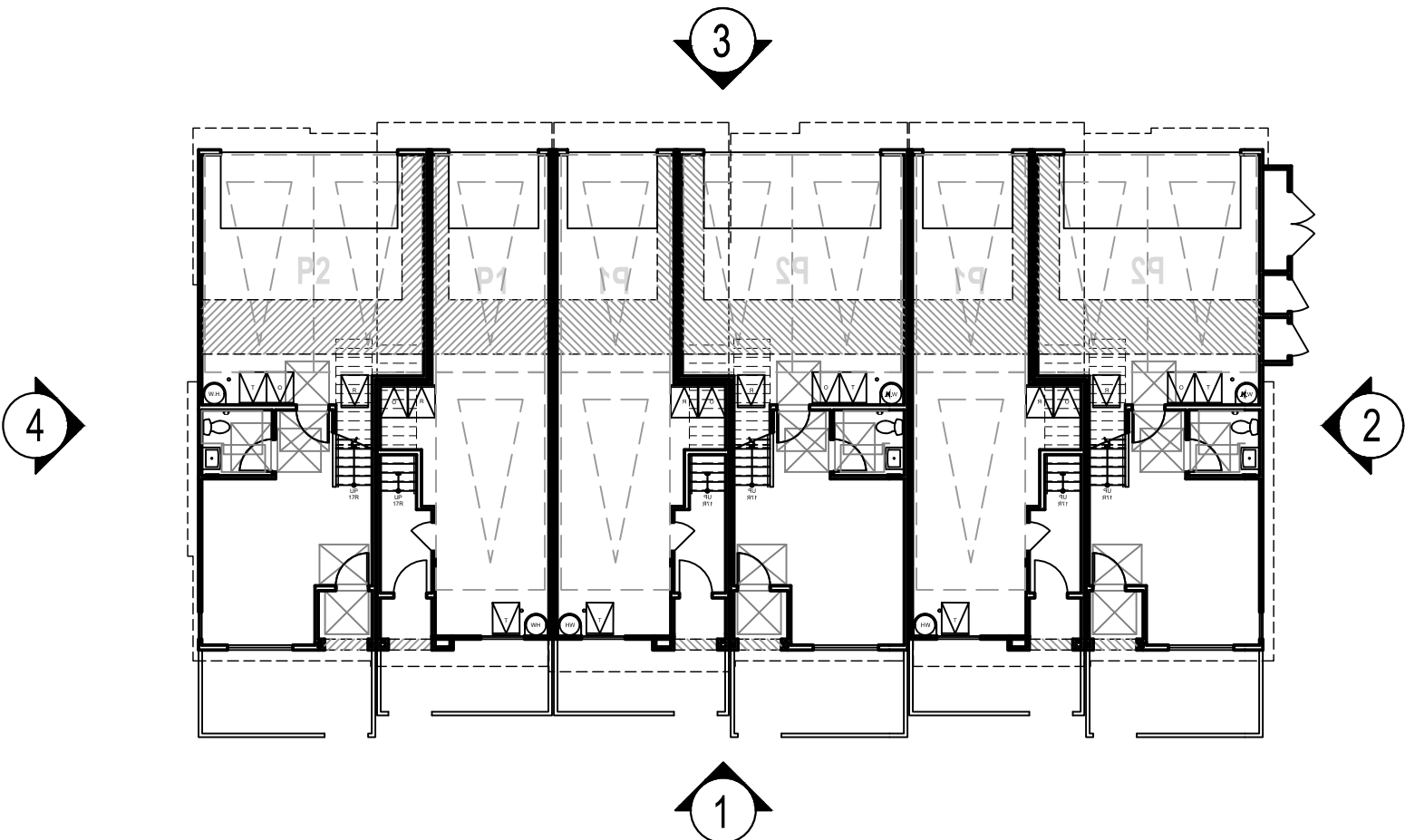
3 - REAR



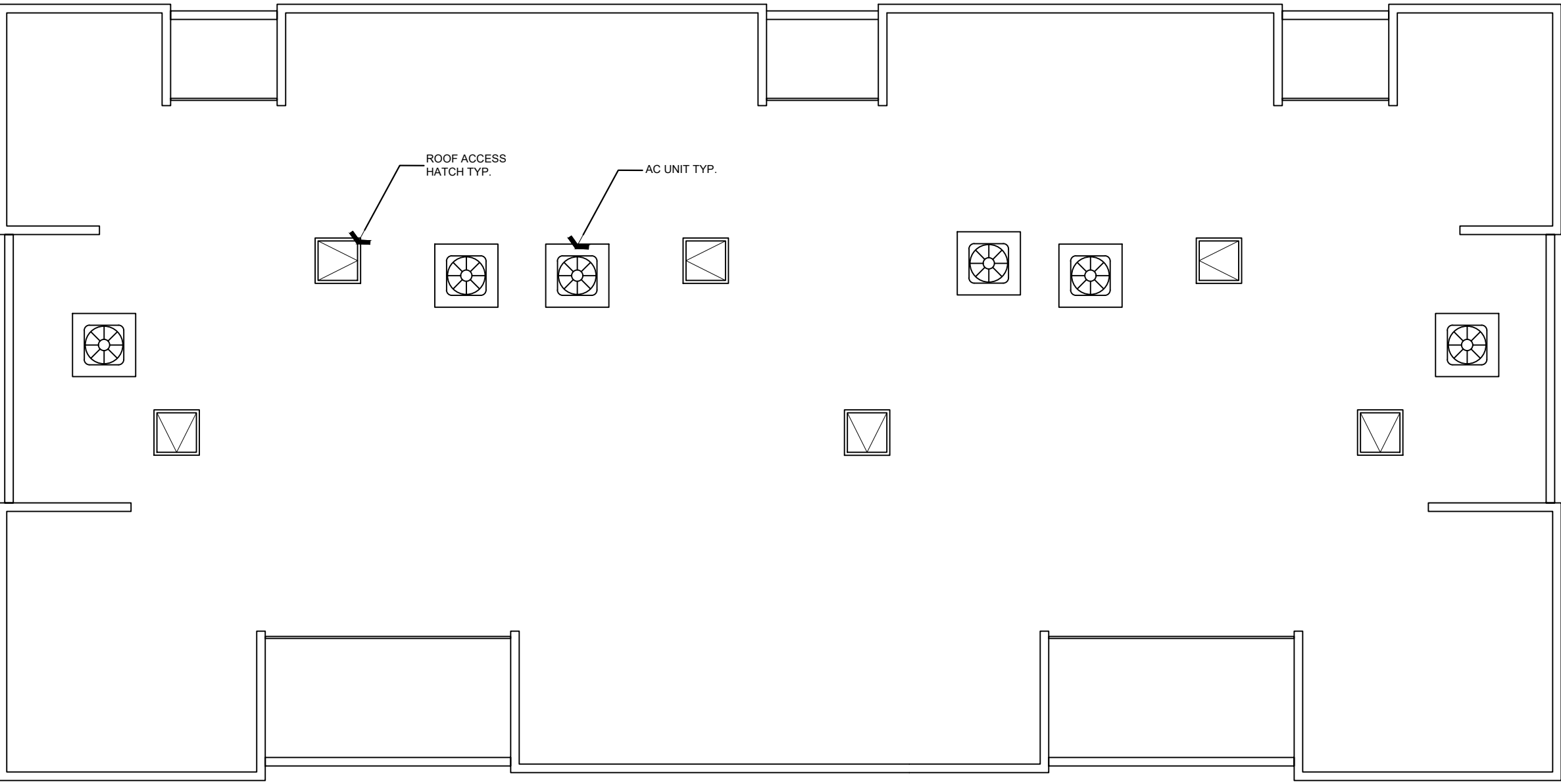
1- FRONT

MATERIAL LEGEND

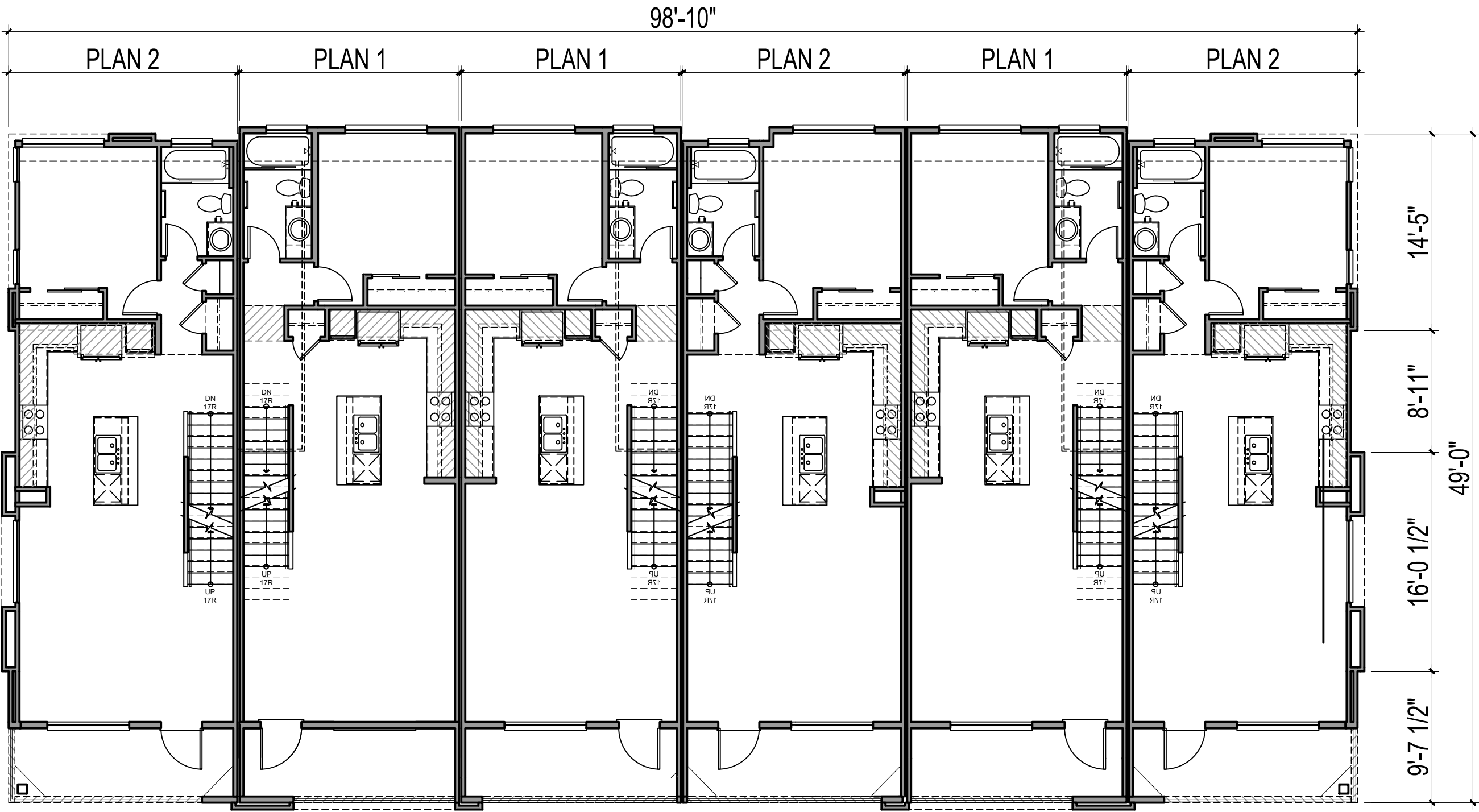
- 1. STUCCO, LIGHT SAND FINISH
- 2. STUCCO O/ FOAM TRIM
- 3. VINYL WINDOWS
- 4. METAL DECK RAILING
- 5. METAL FALL PROTECTION RAILING
- 6. HORIZONTAL SIDING
- 7. FIBERGLASS ENTRY DOOR
- 8. ILLUMINATED ADDRESS SIGN
- 9. DECORATIVE LIGHT
- 10. METAL SECTIONAL GARAGE DOOR
- 11. ROOF MOUNTED AC UNITS



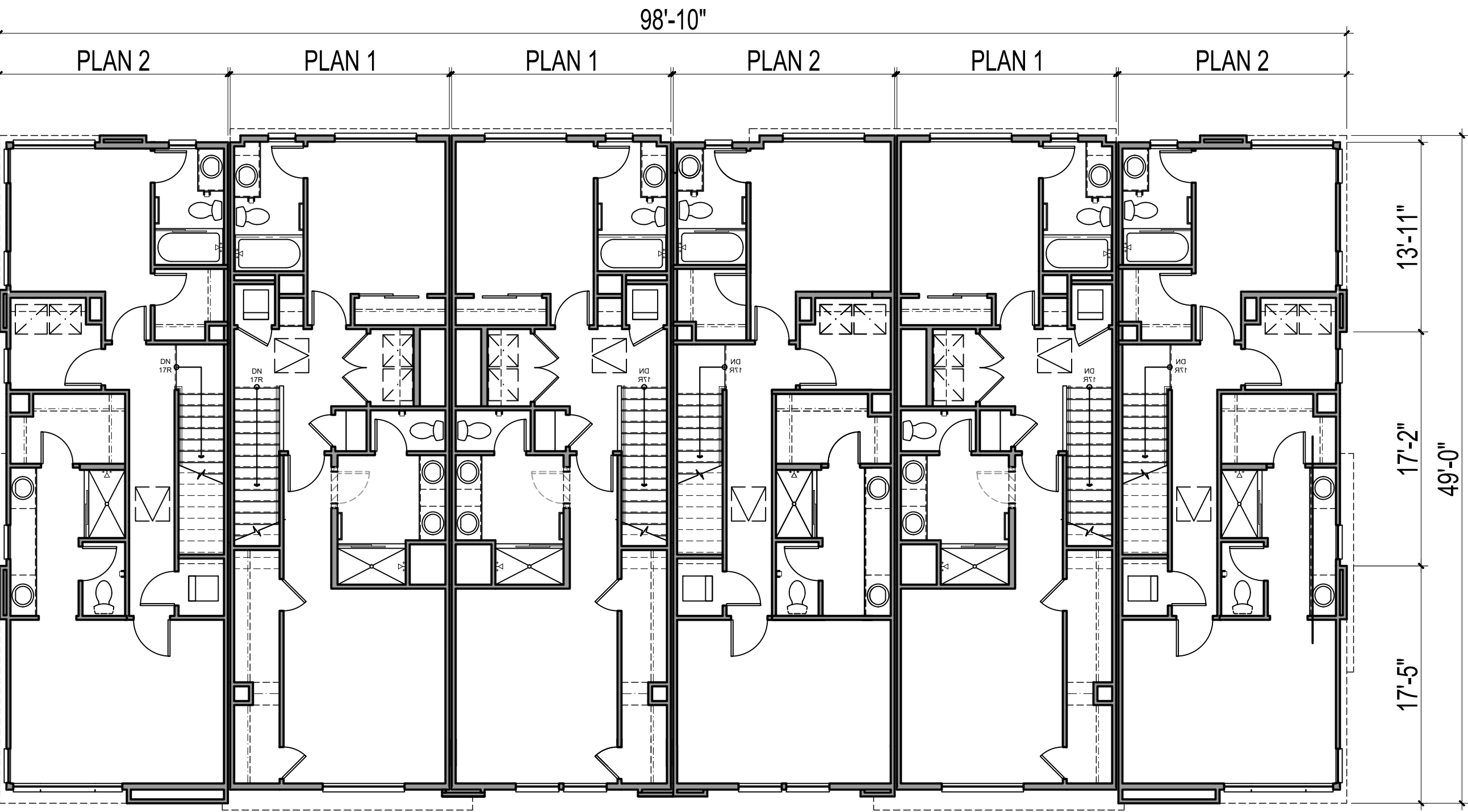
KEY BUILDING PLAN: 1/16" = 1'-0"



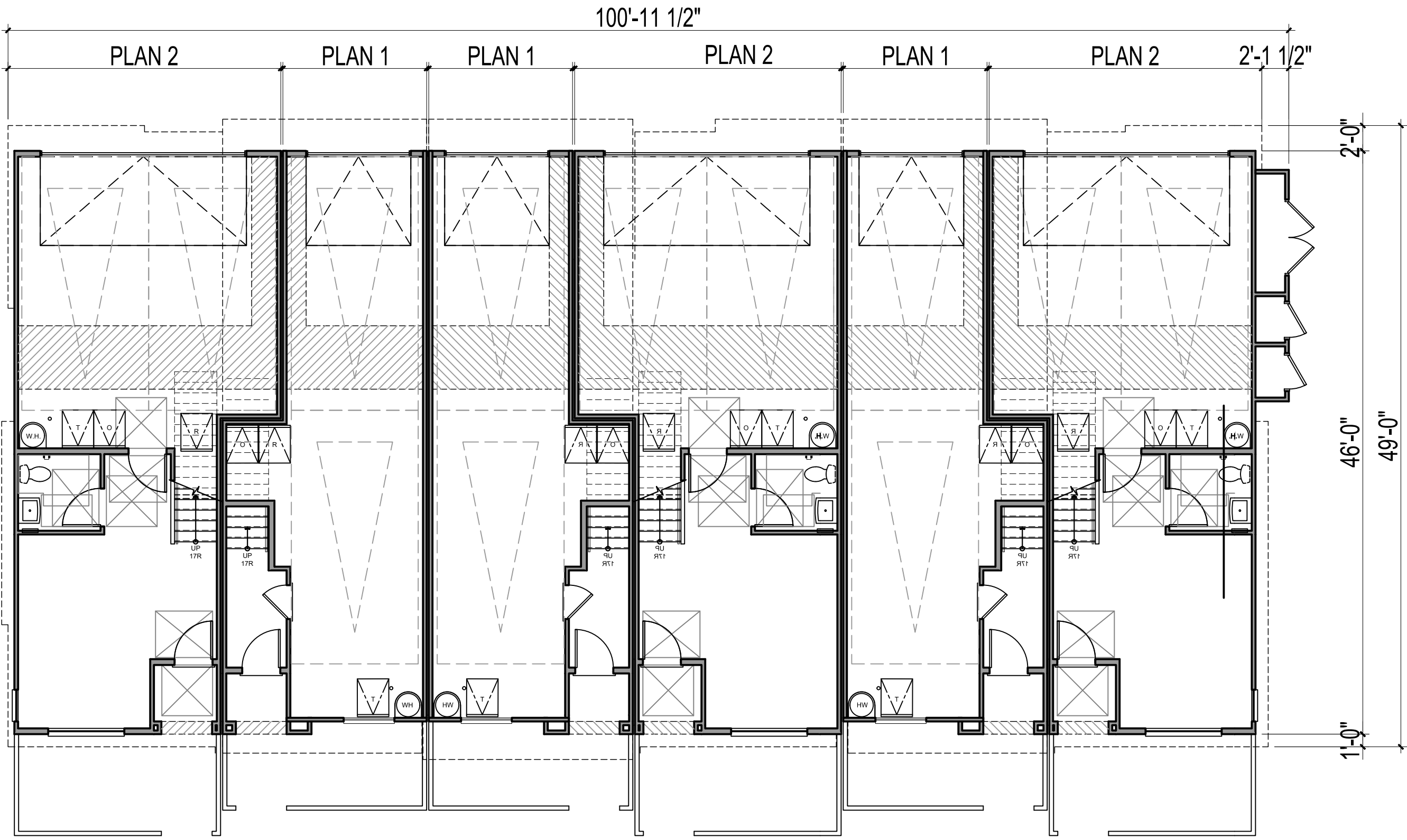
ROOF PLAN



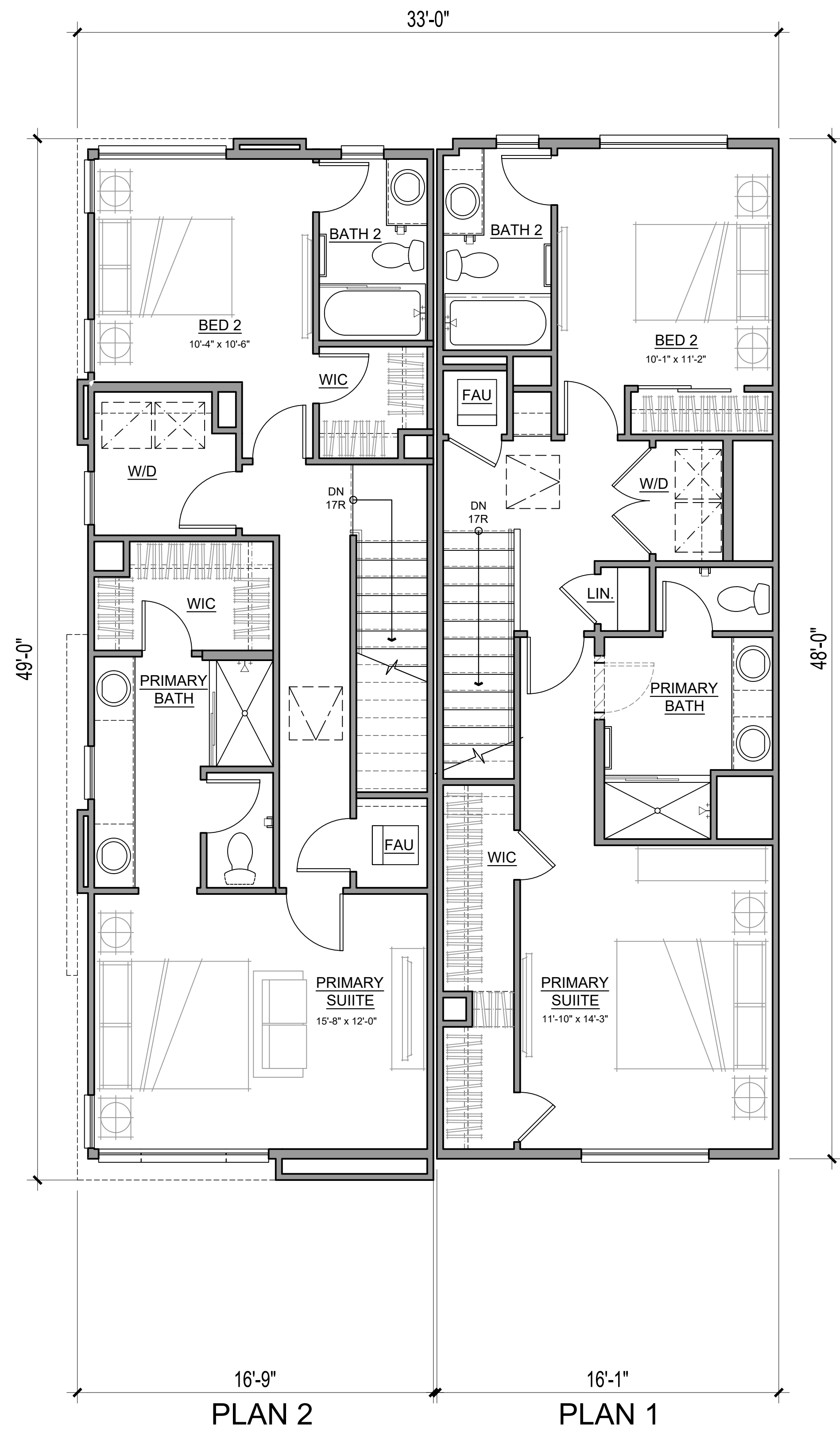
SECOND FLOOR



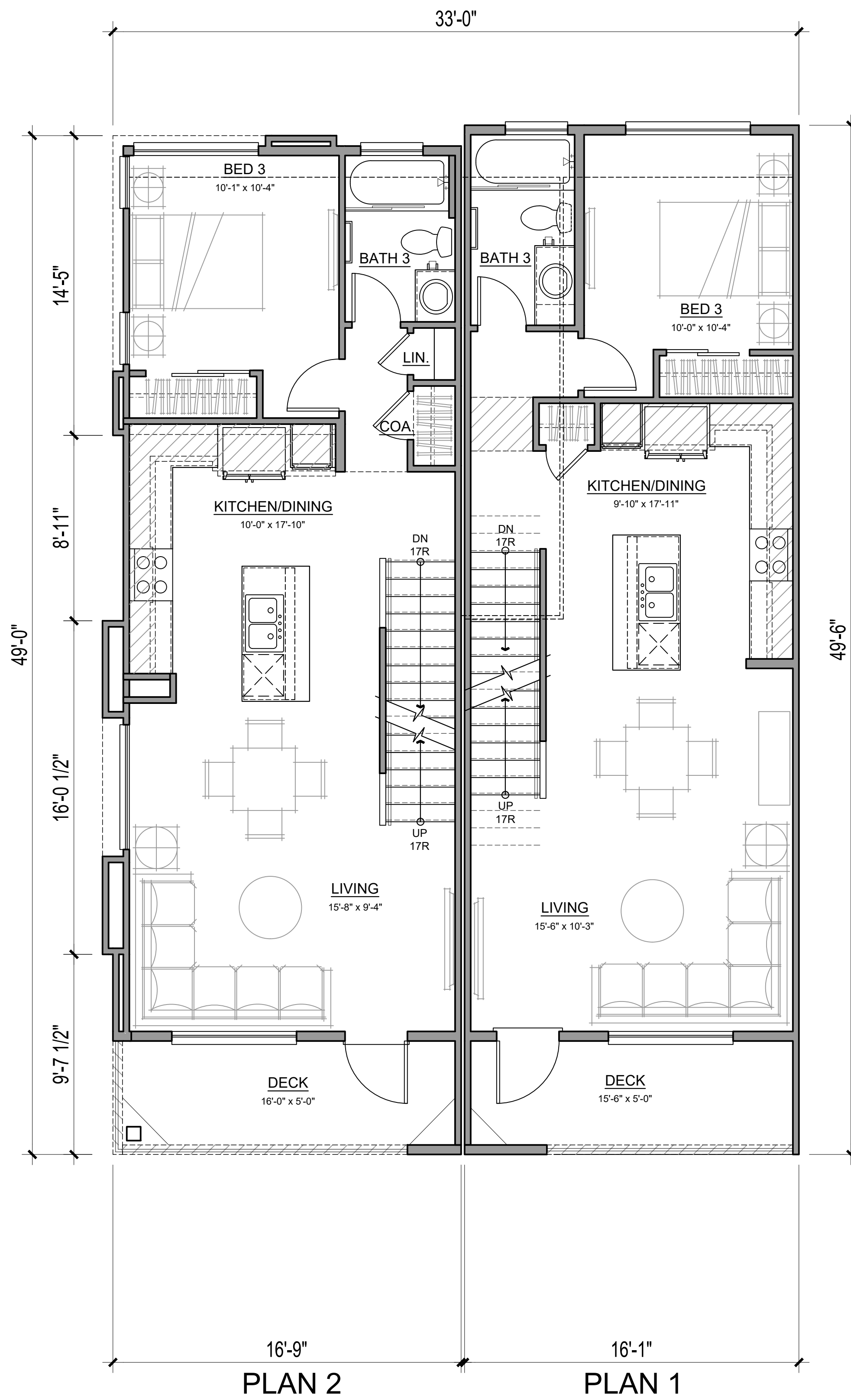
THIRD FLOOR



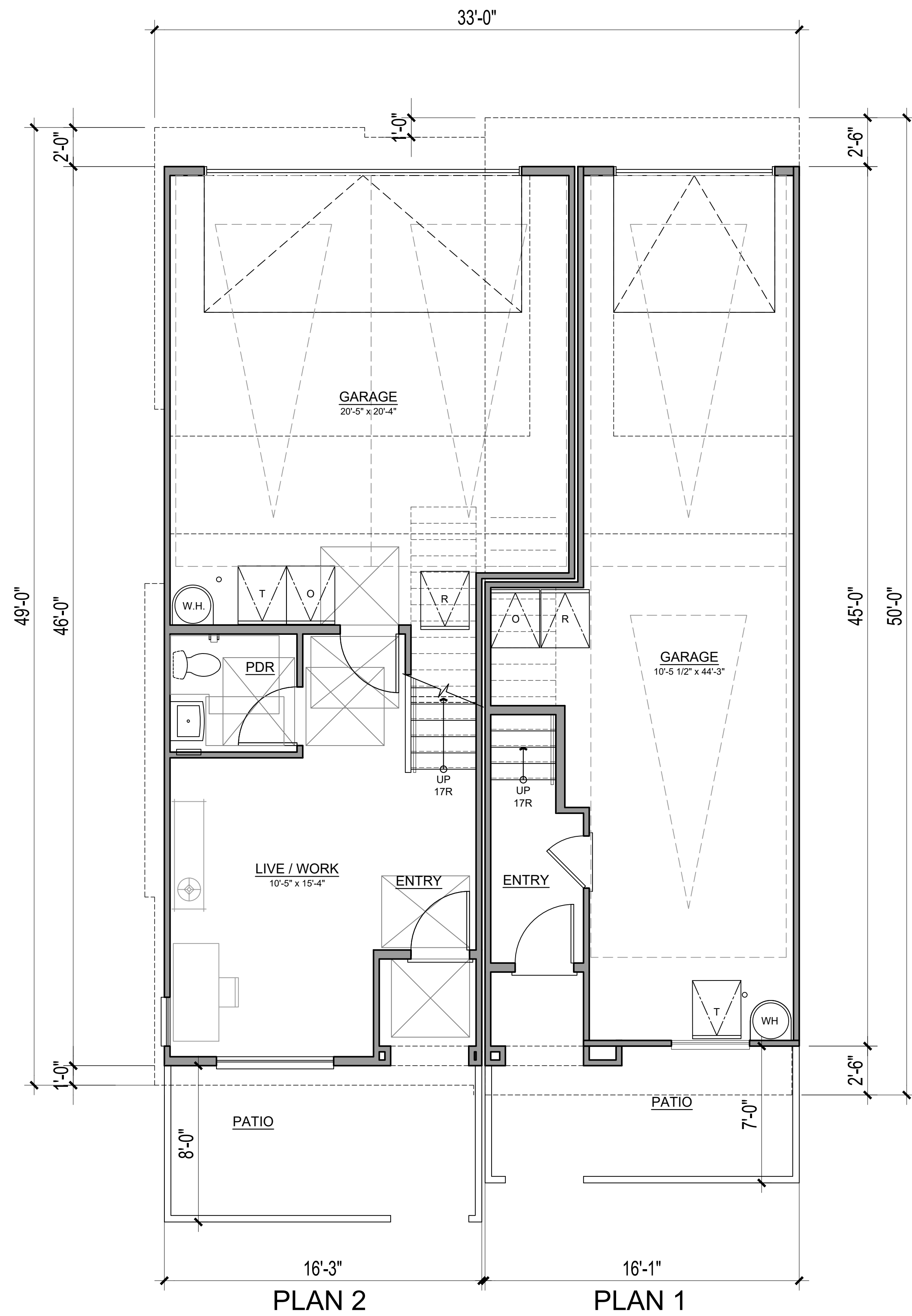
FIRST FLOOR



THIRD FLOOR



SECOND FLOOR



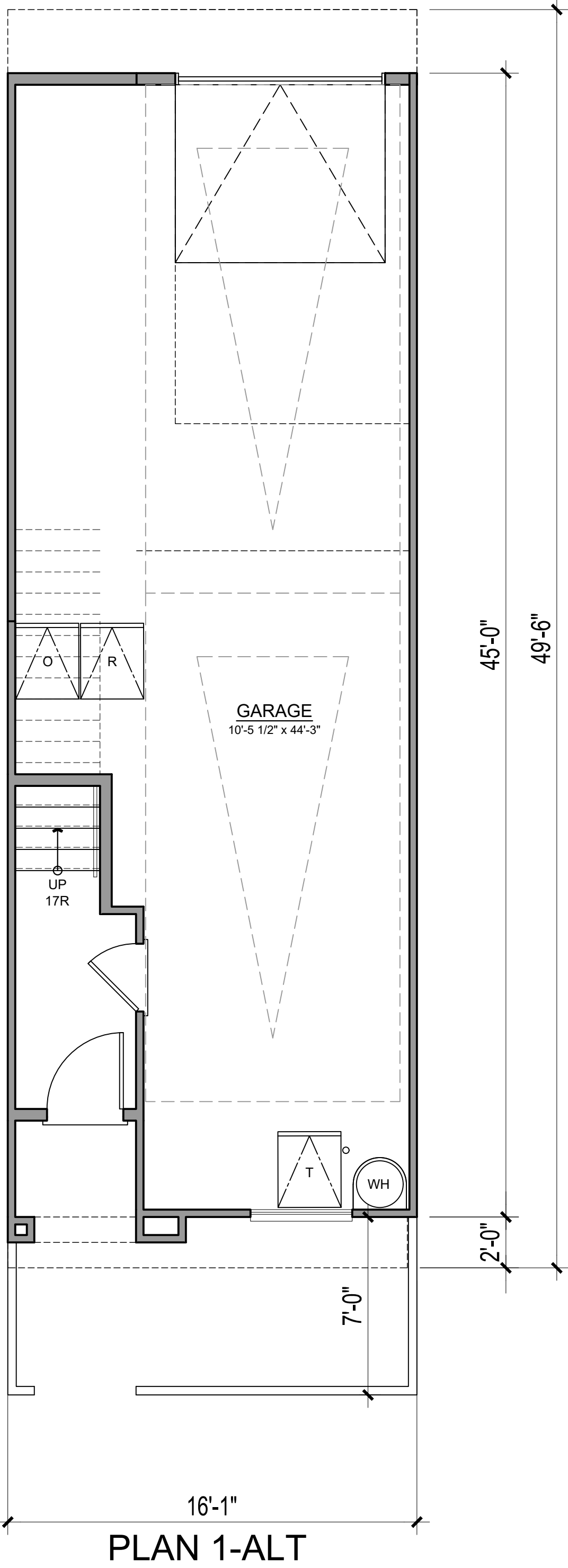
FIRST FLOOR

4 BED / 4 BATHS

PLAN 2 SQUARE FOOTAGE		
	NET	GROSS
1ST FLOOR	337 SQ. FT.	361 SQ. FT.
2ND FLOOR	658 SQ. FT.	699 SQ. FT.
3RD FLOOR	671 SQ. FT.	716 SQ. FT.
TOTAL LIVING	1667 SQ. FT.	1777 SQ. FT.
LIVE - WORK	285 SQ. FT.	
GARAGE	457 SQ. FT.	
DECK	80 SQ. FT.	
PATIO	SEE A0.10 PRIVATE OPEN SPACE	
COVERED PORCH	26 SQ. FT.	

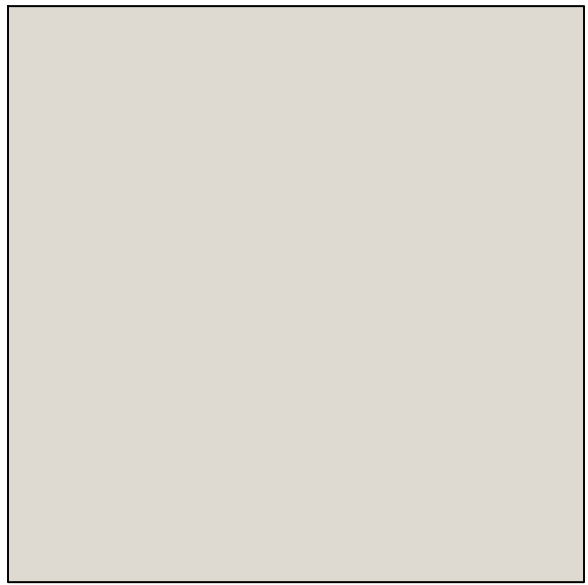
3 BED / 3 BATHS

PLAN 1 SQUARE FOOTAGE		
	NET	GROSS
1ST FLOOR	92 SQ. FT.	106 SQ. FT.
2ND FLOOR	668 SQ. FT.	708 SQ. FT.
3RD FLOOR	671 SQ. FT.	730 SQ. FT.
TOTAL LIVING	1432 SQ. FT.	1544 SQ. FT.
GARAGE	505 SQ. FT.	
DECK	78 SQ. FT.	
PATIO	SEE A0.10 PRIVATE OPEN SPACE	
COVERED PORCH	22 SQ. FT.	

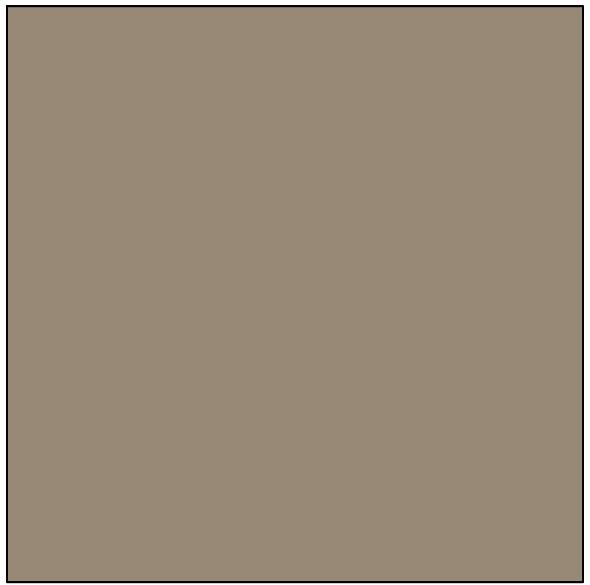


3 BED / 3 BATHS

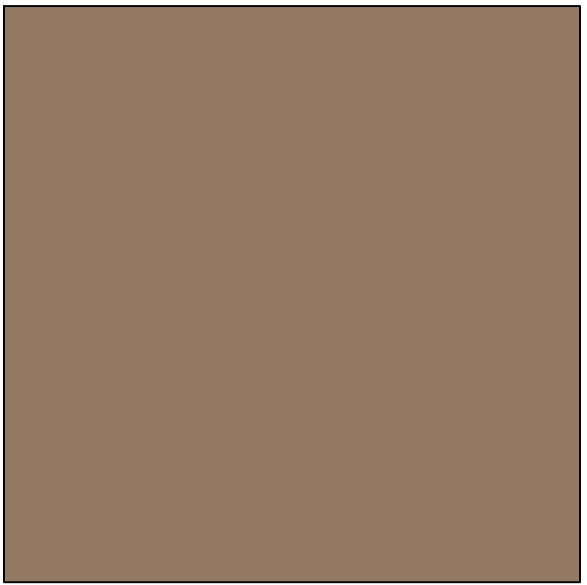
PLAN 1 - ALT SQUARE FOOTAGE		
	NET	GROSS
1ST FLOOR	92 SQ. FT.	106 SQ. FT.
2ND FLOOR	668 SQ. FT.	708 SQ. FT.
3RD FLOOR	671 SQ. FT.	730 SQ. FT.
TOTAL LIVING	1432 SQ. FT.	1544 SQ. FT.
GARAGE	606 SQ. FT.	
DECK	78 SQ. FT.	
PATIO	SEE A0.10 PRIVATE OPEN SPACE	
COVERED PORCH	22 SQ. FT.	



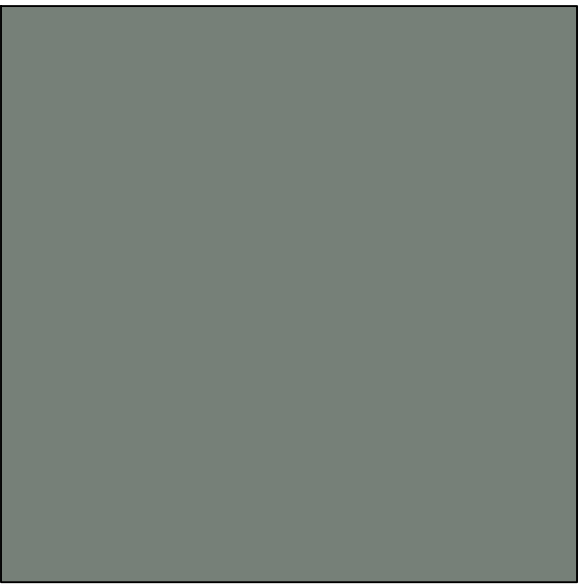
STUCCO BODY 1, LIGHT SAND FINISH
SW 7631 CITY LOFT



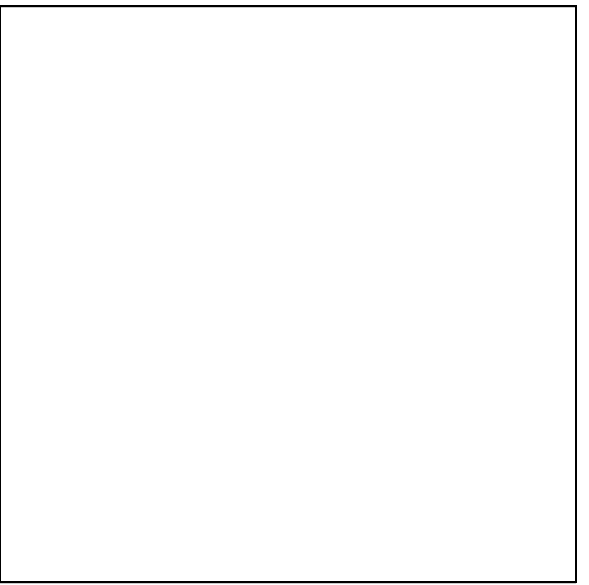
STUCCO BODY 2, LIGHT SAND FINISH
SW 0024 CURIO GRAY



STUCCO BODY 3, LIGHT SAND FINISH
SW 6102 PORTABELLO



HORIZONTAL SIDING & TRIM
SW 9654 TAIGA



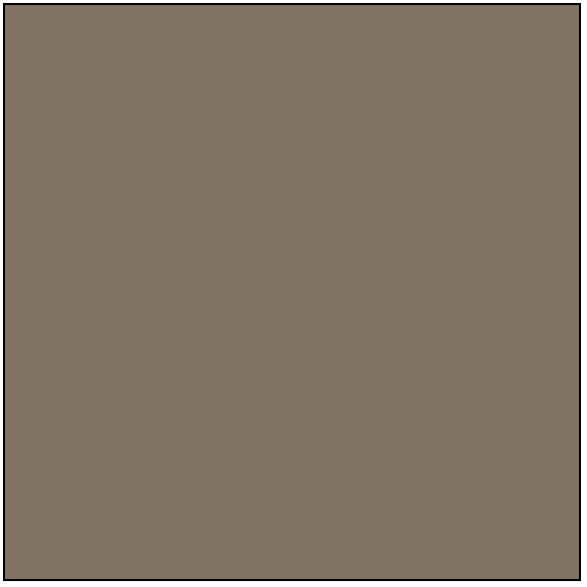
VINYL WINDOW
WHITE



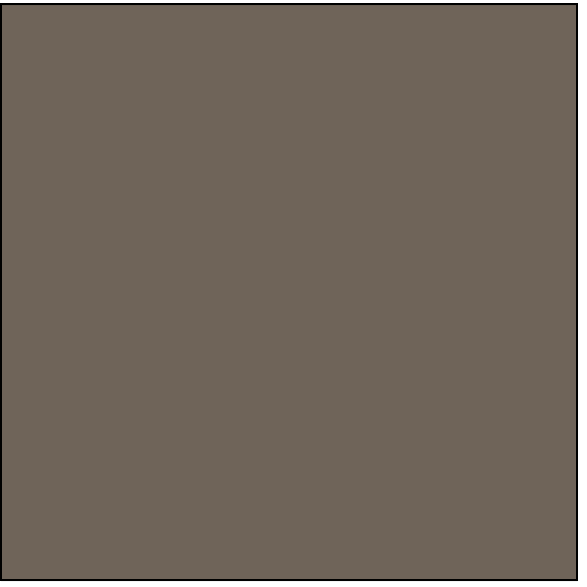
METAL DECK RAILING
SW 7069 IRON ORE



ENTRY DOOR I
SW 7020 BLACK FOX



ENTRY DOOR II
SW 0038 LIBRARY PEWTER



METAL SECTIONAL GARAGE DOOR I
SW 7026 GRIFFIN



METAL SECTIONAL GARAGE DOOR I
SW 7675 SEALSKIN



2 - REAR



1 - FRONT



B500 - RIGHT ELEVATION - VISIBILITY DIAGRAM



B500 - FRONT ELEVATION - VISIBILITY DIAGRAM



B600 - RIGHT ELEVATION - VISIBILITY DIAGRAM



B600 - FRONT ELEVATION - VISIBILITY DIAGRAM

LEGAL DESCRIPTION:
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 165 FEET OF LOT 711 OF THE NEWPORT MESA TRACT, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGE 1 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 252 FEET THEREOF.

APN: 424-121-02

SITE ADDRESS:
1626 PLACENTIA AVENUE, COSTA MESA, CALIFORNIA

VESTED OWNER:
DSQ-CM, INC. A CALIFORNIA CORPORATION

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N67°14'53"W BETWEEN CALIFORNIA SPATIAL REFERENCE CENTER, CSRC, CONTINUOUSLY OPERATING REFERENCE STATIONS, CORRS, "FVPK" AND "TRAK"

DATUM STATEMENT:
ALL COORDINATES SHOWN HEREON ARE GRID VALUES BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE VI, (2017.50 EPOCH), IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. ALL DISTANCES SHOWN HEREON ARE GROUND VALUES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED. A COMBINATION SCALE FACTOR OF 0.9999691853 WAS USED FOR THIS PROJECT AT NORTING 2178385.458, EASTING 6050165.100 TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY THE COMBINATION SCALE FACTOR.

BENCHMARK STATEMENT:
ORANGE COUNTY SURVEY BENCHMARK NO. CM-40-81
ELEV: 106.829 FT (NAVD88)

DESCRIBED AS: FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "CM-40-81", SET IN THE SOUTHWEST CORNER OF A 4.6FT. BY 12 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE NORTHWEST CORNER OF THE INTERSECTION OF PLACENTIA AVENUE AND 16TH STREET, 61.5 FT. NORTHERLY OF THE CENTERLINE OF 16TH STREET, AND 41.1 FT. WESTERLY OF THE CENTERLINE OF PLACENTIA. MONUMENT IS SET LEVEL WITH THE SIDEWALK. (TABLE A-5)

FLOOD NOTE:
THE SUBJECT PROPERTY FALLS WITHIN "ZONE X AREA OF MINIMAL FLOOD HAZARD" PER FEMA MAP NO. 06059C0268J, A PRINTED PANEL, EFFECTIVE 12/2/2009 (TABLE A-3).

LAND USE SUMMARY:

GROSS AREA: 1.40 AC±
TOTAL PROPOSED LOTS: 1
TOTAL PROPOSED DWELLING UNITS: 34 CONDOS

NUMBERED LOT SUMMARY	
LOT	AREA
1	62421 S.F.

UTILITY PURVEYORS & SERVICES:

WATER:	MESA WATER DISTRICT	(949) 631-1200
SEWER:	COSTA MESA SANITARY DISTRICT	(949) 645-8400
ELECTRIC:	SOUTHERN CALIFORNIA EDISON	(800) 655-4555
GAS:	THE SOUTHERN CALIFORNIA GAS COMPANY	(800) 427-2200
TELEPHONE:	AT&T	(800) 255-5288
CABLE TV:	TIME WARNER CABLE	(800) 961-9941
SCHOOL DISTRICT:	NEWPORT-MESA UNIFIED SCHOOL DISTRICT	(714) 424-5000
FIRE PROTECTION:	COSTA MESA FIRE DEPARTMENT	(714) 754-5106
WATER:	COSTA MESA SANITARY DISTRICT	(949) 645-8400

NOTE:

1) PURSUANT TO SUBDIVISION MAP ACT SECTION 66456.1(A), MULTIPLE FINAL MAPS MAY BE FILED ON THIS TENTATIVE MAP.

EXISTING EASEMENTS:

TITLE INFORMATION:
THE FOLLOWING TITLE INFORMATION WAS DERIVED FROM A PRELIMINARY REPORT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, PRELIM NO.: FBSC2400596 UPDATE A DATED: JANUARY 26, 2025

Ⓔ DENOTES PLOTTED ITEM.

1 *NOT SURVEY MATTERS*

2 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

PURPOSE: PIPELINE
RECORDING DATE: MAY 17, 1916
RECORDING NO: TORRENS CERTIFICATE NO. 264 OF OFFICIAL RECORDS

LOCATION INDETERMINATE FROM RECORD, DESCRIBED AS BEING ALONG THE STREET

③ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: CITY OF COSTA MESA
PURPOSE: STREET AND HIGHWAY
RECORDING DATE: JULY 8, 1971
RECORDING NO: 6539, BOOK 9711, PAGE 638, OF OFFICIAL RECORDS

4 DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER MATTERS SHOWN ON

MAP: RECORD OF SURVEY
RECORDING DATE: JANUARY 10, 1980
RECORDING NO.: BOOK 101, PAGES 12 THROUGH 18 INCLUSIVE, OF RECORD OF SURVEY

RS COVERS SURVEY AREAS AND SURROUNDING PROPERTIES

5-11*NOT SURVEY MATTERS*

SURVEYOR'S STATEMENT:

THE SURVEY ON WHICH THIS VESTING TENTATIVE MAP IS BASED WAS DONE BY ME, OR UNDER MY DIRECTION. FIELDWORK WAS COMPLETED ON MARCH 25, 2025.



DANE P. MCDUGALL, L.S. 9297

ENGINEER'S STATEMENT:

THIS VESTING TENTATIVE MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION ON OCTOBER 23, 2025.

DANE P. MCDUGALL, R.C.E. 80705

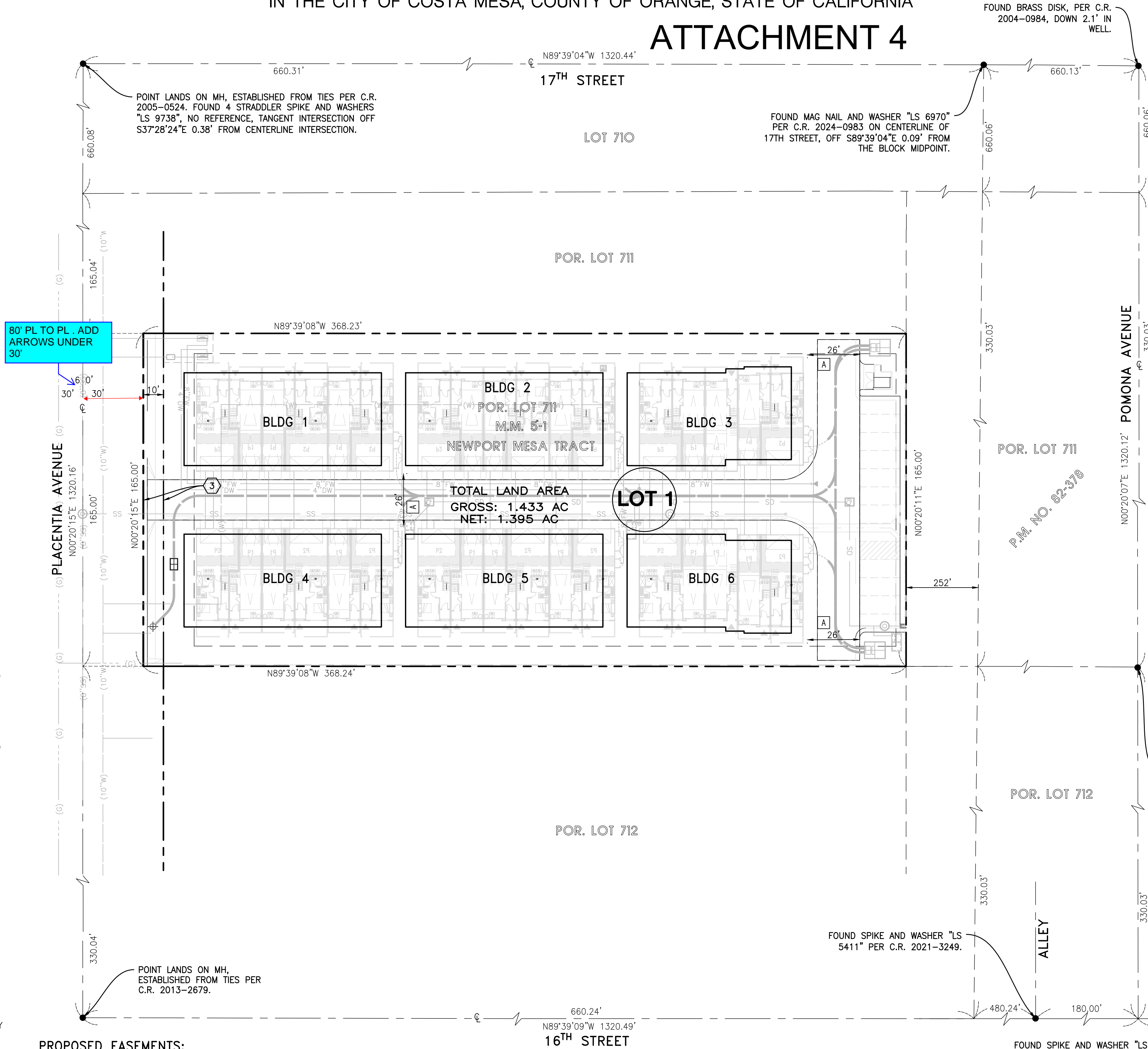


VESTING TENTATIVE TRACT MAP NO. 19431

FOR CONDOMINIUM PURPOSES

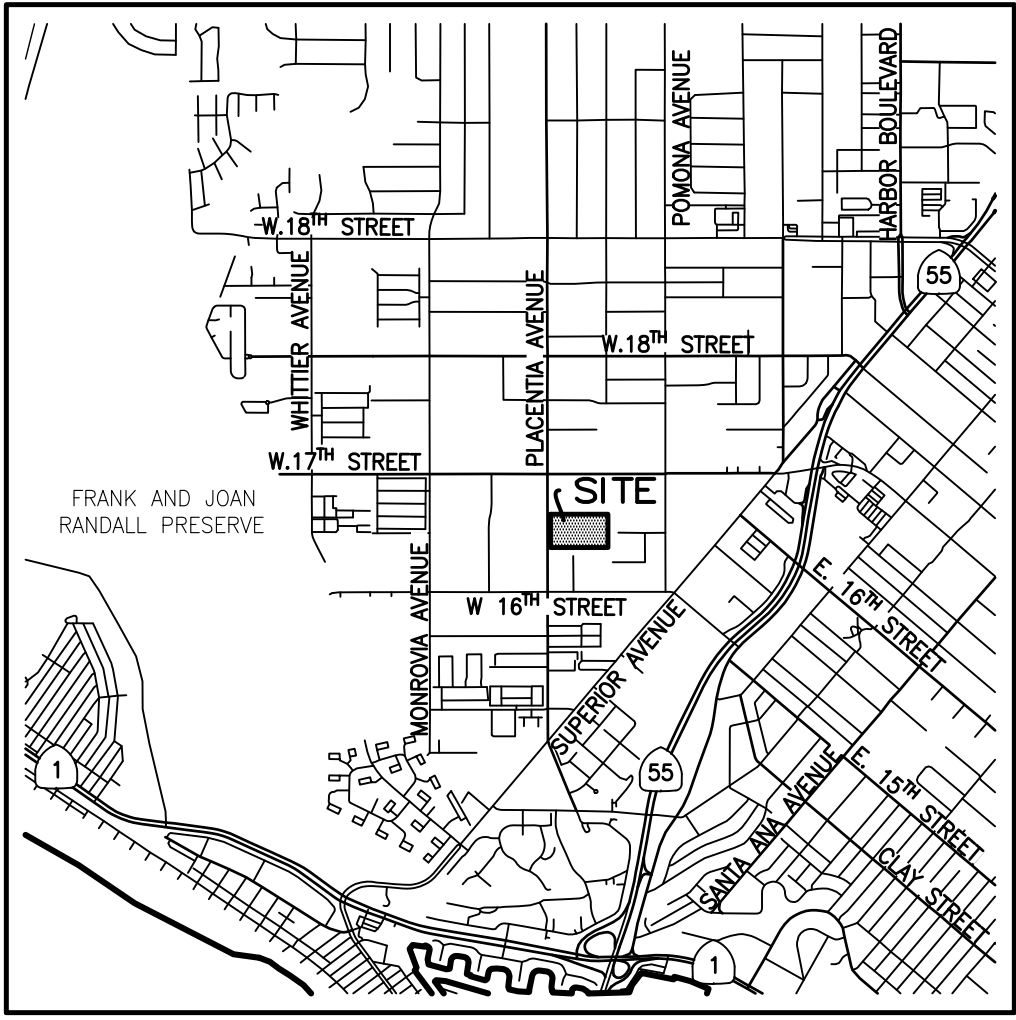
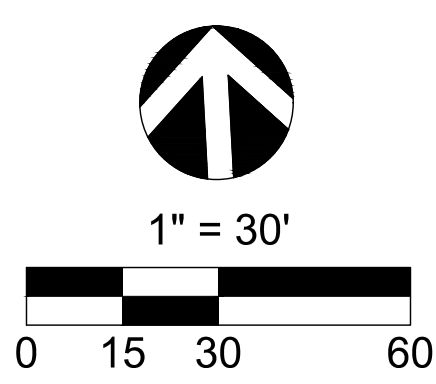
ATTACHMENT 4

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA



PROPOSED EASEMENTS:

A INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED TO THE CITY OF COSTA MESA.



VICINITY MAP

SCALE: N.T.S.

SUBDIVIDER:
WARMINGTON RESIDENTIAL
3090 PULLMAN STREET
COSTA MESA, CA 92626
PHONE: (714) 557-5511

ENGINEER:
C&V CONSULTING, INC.
9830 IRVINE CENTER DRIVE
IRVINE, CA 92618
(949)916-3800

SHEET INDEX:

SHEET 1	TENTATIVE TRACT MAP
SHEET 2	PRELIMINARY GRADING PLAN
SHEET 3	PRELIMINARY UTILITY PLAN
SHEET 4	FIRE ACCESS & HYDRANT LOCATION PLAN

LEGEND:

AP	ANGLE POINT	PL	PROPERTY LINE
ASPH	ASPHALT PAVEMENT	RET	RETAINING
BC	BUILDING CORNER	ROW	RIGHT-OF-WAY
BEG	BEGIN	SF	STEEL FENCE
BO	BLOW-OFF VALVE	SFH	SINGLE-FAMILY HOME
BOC	BACK OF CURB	ST LT	STREET LIGHT
BOW	BACK OF WALKWAY	TE	TRASH ENCLOSURE
BLDG	BUILDING	TEMP	TEMPORARY
BW	BLOCK WALL	TF	TRANSFORMER
CB	CATCH BASIN	WF	WOOD FENCE
CF	CURB FACE	WL	WALL
CLF	CHAIN LINK FENCE	WM	WATER METER
CMF	CORRUGATED METAL FENCE	V	VALVE
CONC	CONCRETE PAVEMENT		
DDCA	DOUBLE DETECTOR CHECK ASSEMBLY	IN PL	INSIDE OF PROPERTY LINE
		OUT PL	OUTSIDE OF PROPERTY LINE
DI	DRAIN INLET	IN R/W	INSIDE OF ROW (OFF SITE)
DWY	DRIVEWAY	OUT R/W	OUTSIDE OF ROW (ON SITE)
FH	FIRE HYDRANT		
GM	GAS METER	N/F	NORTH FACE
LS	LANDSCAPING	S/F	SOUTH FACE
MH	MANHOLE	E/F	EAST FACE
OH	OVERHANG	W/F	WEST FACE
OH-WIRE	OVERHEAD WIRE		
PKWY	PARKWAY		

SYMBOLS:

BO	BLOW-OFF VALVE
DI	DRAIN INLET
FH	FIRE HYDRANT
LS	LIGHT STANDARD
MH	STORM DRAIN MANHOLE
SMH	SANITARY SEWER MANHOLE
SP	SIGN POST
GM	GAS METER
WM	WATER METER
V	UTILITY VALVE
UP	UTILITY/POWER POLE
BSW	BLOCK/RETAINING SCREEN WALL
BLW	BLOCK/RETAINING LOW WALL
PDW	PLANTER/DECORATIVE WALL
OW	OVERHEAD WIRE
AP	EDGE OF ASPHALT PAVEMENT
WW	WOOD/WROUGHT IRON FENCE
CF	CHAIN LINK FENCE
DF	DIRECTION OF FLOW
9.3	MINOR CONTOUR (1' INTERVAL)
100	MAJOR CONTOUR (5' INTERVAL)
91.5	SPOT ELEVATION

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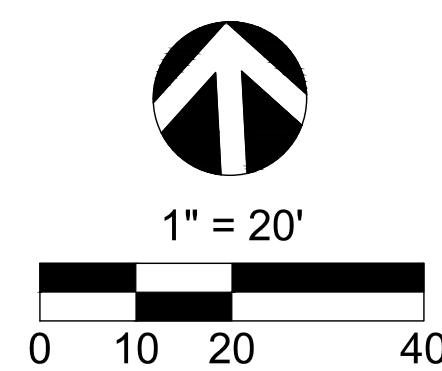
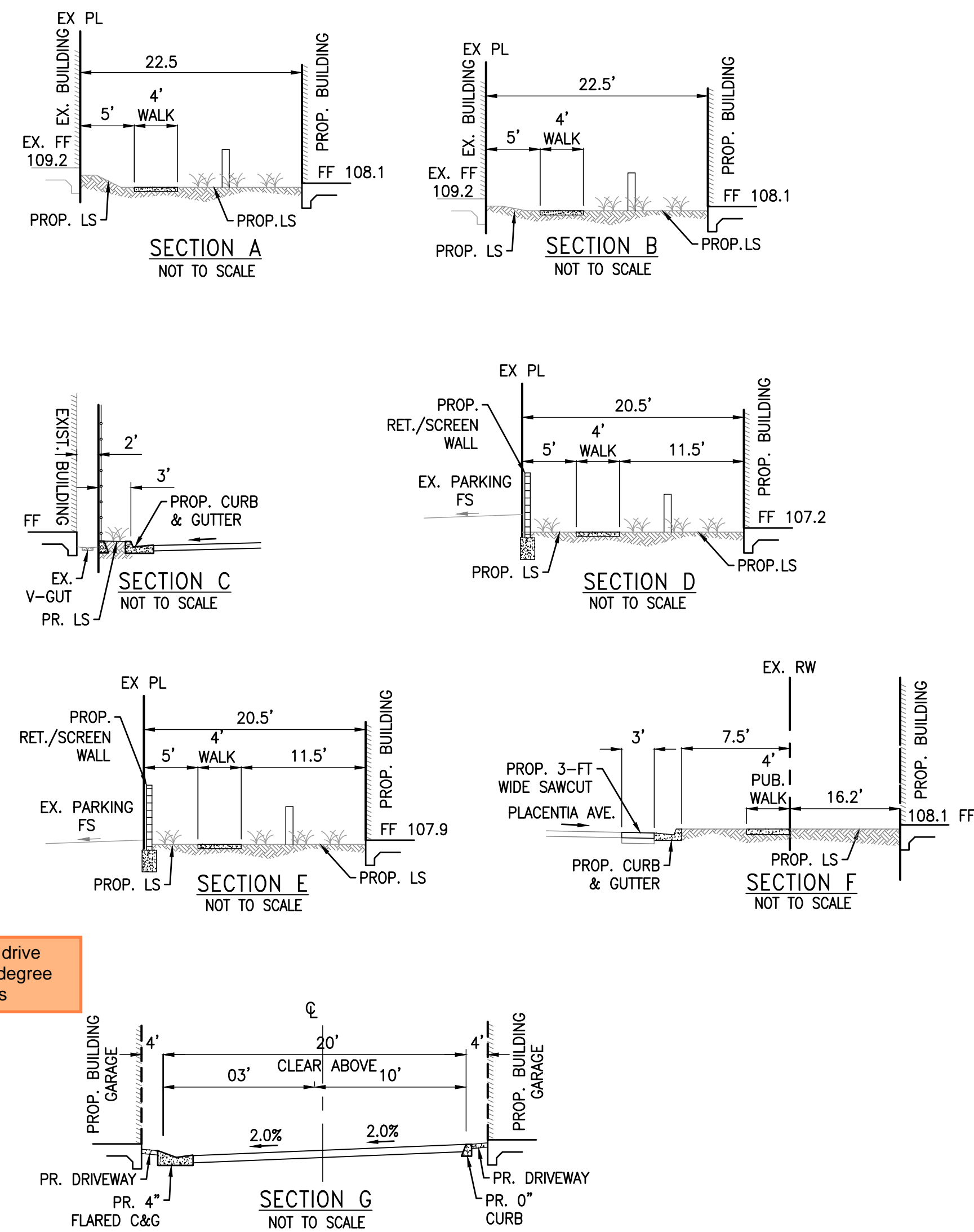
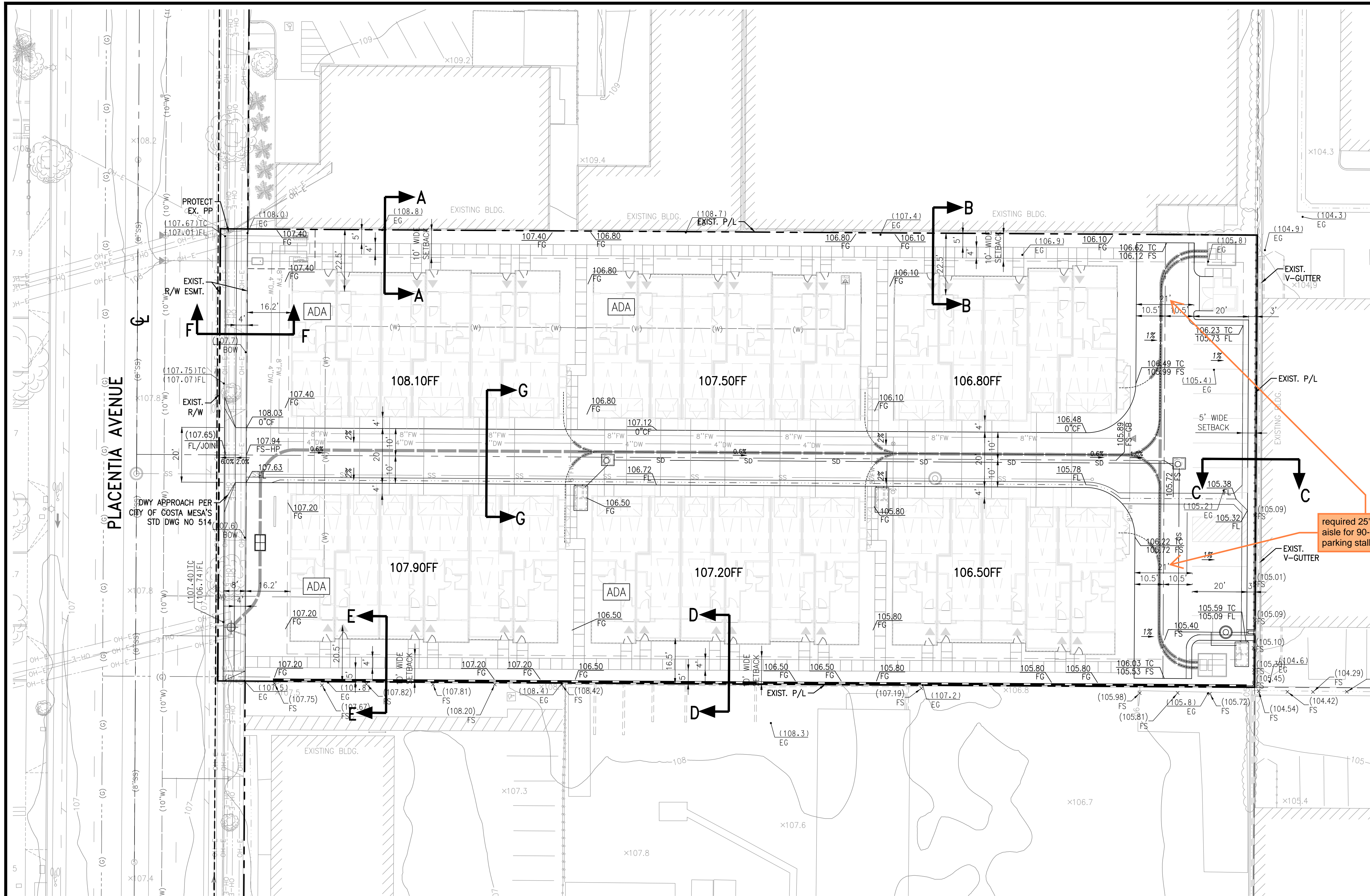


CITY OF COSTA MESA
DEPARTMENT OF PLANNING AND DEVELOPMENT

VESTING TENTATIVE TRACT MAP NO. 19431
COSTA MESA - PLACENTIA
1626 PLACENTIA AVE
COSTA MESA, CA
TITLE SHEET

PROJECT NO.
WARM-028

SHEET
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4

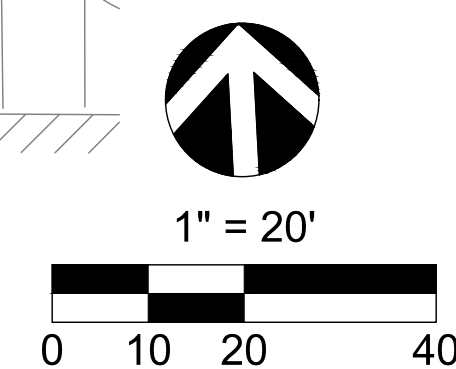
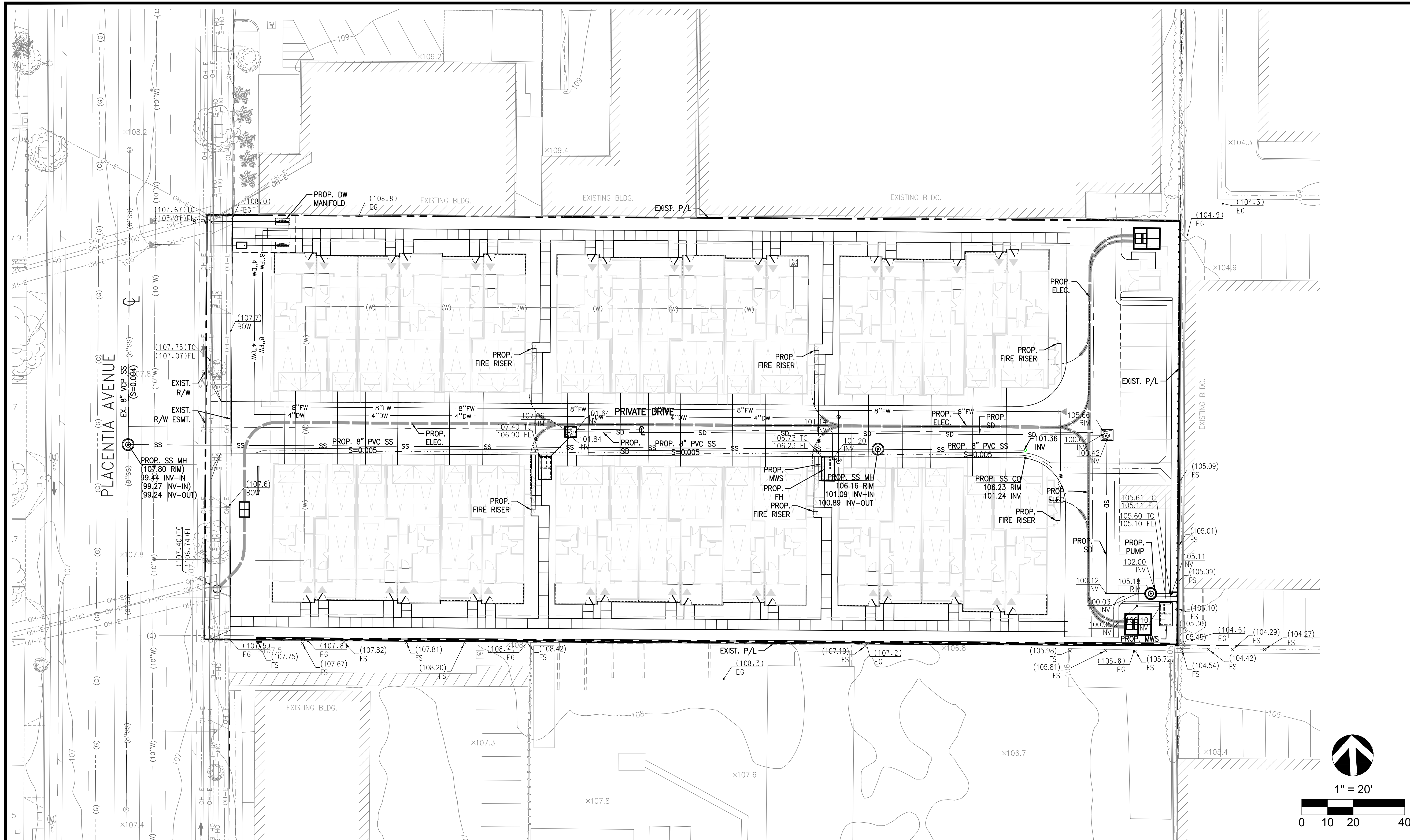


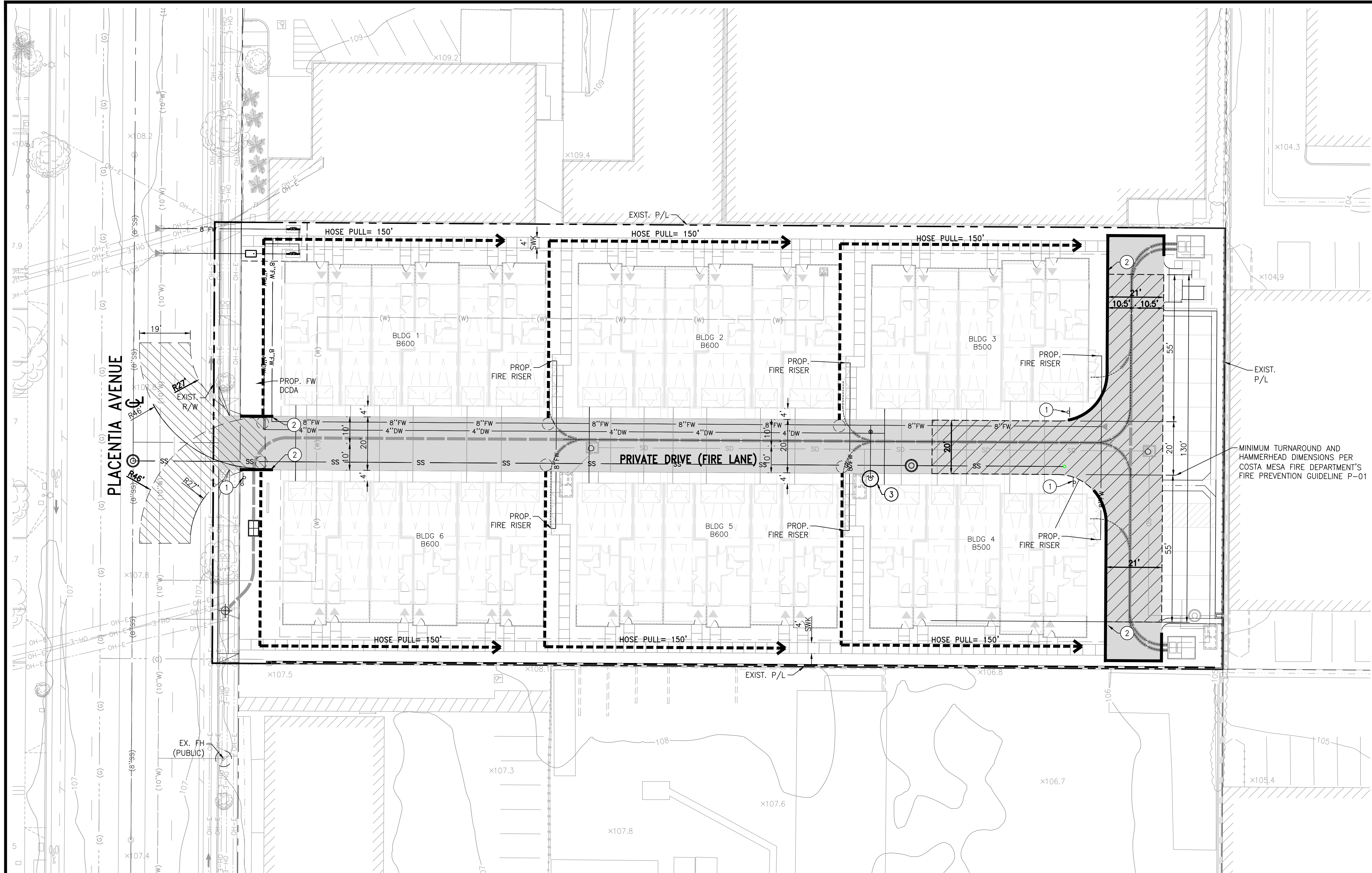
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CITY OF COSTA MESA
DEPARTMENT OF PLANNING AND DEVELOPMENT
VESTING TENTATIVE TRACT MAP NO. 19431
COSTA MESA - PLACENTIA
1626 PLACENTIA AVE
COSTA MESA, CA
PRELIMINARY GRADING PLAN

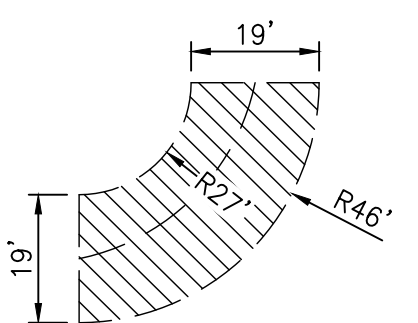
PROJECT NO.
WARM-028
SHEET
2
OF
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- CONSTRUCTION NOTES:**
- 1. INSTALL "FIRE LANE" SIGN PER CITY OF COSTA MESA FIRE DEPARTMENT FIRE LANE MAINTENANCE AND ESTABLISHMENT DOCUMENT.
 - 2. FIRE LANE IDENTIFICATION - RED CURBS PER CITY OF COSTA MESA FIRE DEPARTMENT FIRE LANE MAINTENANCE AND ESTABLISHMENT DOCUMENT.
 - 3. PROPOSED FIRE HYDRANT PER MESA WATER DISTRICT STD. 4

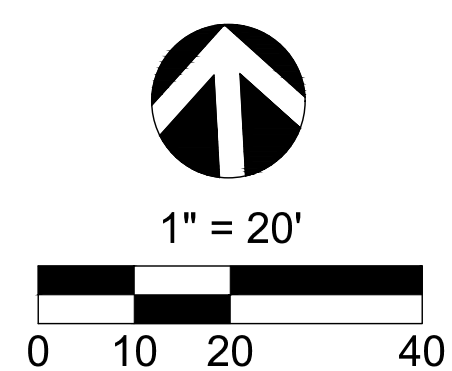
- LEGEND**
- HOSE PULL LENGTH PER PLAN
 - PROP. FIRE HYDRANT
 - EX. FIRE HYDRANT
 - FIRE ACCESS LANE SIGN
 - FIRE ACCESS LANE
 - EX. PL
 - EX. R/W
 - FIRE LANE - RED CURB
 - PROP. FW



FIRE LANE TURNING RADIUS

ABBREVIATIONS:

- | | |
|------|----------------|
| DW | DOMESTIC WATER |
| EX. | EXISTING |
| FH | FIRE HYDRANT |
| FW | FIRE WATER |
| PL | PROPERTY LINE |
| PROP | PROPOSED |
| R/W | RIGHT OF WAY |
| TYP | TYPICAL |



PREPARED BY: C&V CONSULTING, INC. 9830 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 92618 (949) 916-3800 INFO@CVC-INC.NET WWW.CVC-INC.NET		PREPARED FOR: WARMINGTON RESIDENTIAL CALIFORNIA INC. 3090 PULLMAN STREET COSTA MESA, CA 92626		CITY OF COSTA MESA DEPARTMENT OF PLANNING AND DEVELOPMENT		PROJECT NO. WARM-028
				VESTING TENTATIVE TRACT MAP NO. 19431 COSTA MESA - PLACENTIA 1626 PLACENTIA AVE COSTA MESA, CA		SHEET 4 OF
				PRELIMINARY FIRE ACCESS & HYDRANT LOCATION PLAN		4

PLAN SET: 15/15/2024
DATE: 15/15/2024
BY: ANDREW BEE



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-602

Meeting Date: 1/20/2026

TITLE:

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

DEPARTMENT:

CITY MANAGER'S OFFICE- HUMAN RESOURCES DIVISION

PRESENTED BY:

KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION:

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

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMCEA (Attachment 1); and
2. Approve and adopt Resolutions Number 2026-xx 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 (Attachment 2); and
3. Approve and adopt Resolution Number 2026-XX 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 (Attachment 3); and
4. Approve and adopt Resolution Number 2026-XX updating benefits information for the Confidential Management Unit (Attachment 4); and
5. Approve and adopt Resolution Number 2026-XX revising benefits information for the Confidential Unit (Attachment 5); and
6. Approve and adopt Resolution Number 2026-XX revising pay ranges for City Manager, Police Chief, Fire Chief, Deputy Police Chief and Assistant Fire Chief and benefits information for Executive Employees (Attachment 6); and
7. Approve and adopt Resolution Number 2026-XX revising pay ranges for Video Production

Aide and Reserve Public Safety Dispatcher and updating benefits information for Part Time employees (Attachment 7); and

8. Approve and adopt Resolution Number 2026-XX revising pay ranges for Police Recruits (Attachment 8); and
9. Authorize and approve staffing for following full-time position: Office Specialist II (Confidential) in the City Clerk's Division of the City Manager's Department; and
10. Authorize the City Manager and members of the City's Negotiation Team to execute the MOU.

BACKGROUND:

Negotiations with CMDMA were completed in 2024 and agreed upon provisions were included in Resolution No. 2024-49 approved by the City Council on November 19, 2024. These provisions also apply to non-represented employees in the Confidential Management Unit and Executive employees.

The current Agreement for a Successor MOU for CMCEA was approved by the City Council on June 17, 2025 and the MOU is scheduled to expire on June 30, 2026. Provisions of the agreement also apply to non-represented employees in the Confidential Management Unit.

CMCEA's MOU/Agreement includes language stating "the parties agree that either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable." CMDMA also agreed to update language to clean up any necessary provisions.

The MOU/Resolutions required some language updates to provide additional clarity and to comply with Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code, Title 2 of the California Code of Regulations (CCR).

The Human Resources Division collaborated with each unit's negotiation team regarding updated language which resulted in a new MOU (Attachment 1) for CMCEA which incorporated the provisions of the Agreement for Successor MOU and applicable existing language from the prior MOU and side letters and updated Resolutions (Attachments 2-8) for CMCEA, CMDMA and unrepresented employees.

The Human Resources Division, in collaboration with Department management and the employee groups, is also recommending various classifications, compensation and staffing adjustments for CMCEA, CMDMA and unrepresented classifications based upon negotiated provisions and management recommendations to support organizational needs

ANALYSIS:

Language Updates

Pursuant to Government Code (Gov.) Section 20636 "compensation earnable" for CalPERS "Classic Members" is defined as the pay rate and special compensation of the member. Government Code sections 20636(c) further specify that special compensation includes any payment received for special skills, knowledge, abilities, work assignment, workdays or hours, or other work conditions. Gov Code section 7522.34 and CCR section 571.1 defines "pensionable compensation" for CalPERS

“New (PEPRA) Members”.

CCR Section 571 also requires all items of special compensation be contained in a written labor policy or agreement that has been adopted by the employer’s governing body and include the conditions for payment for the special compensation item and cannot reference another document in lieu of disclosing the item of special compensation. Examples of “special compensation” include, but are not limited to, special assignment pay, holiday pay, bilingual pay, recruitment and retention incentive pay, and certification and education pay.

Employees who are planning to retire often submit formal requests for a retirement estimate through CalPERS. During this process, CalPERS often conducts a compensation/compliance review and will notify the employee and employer of any special compensation items that the employer has reported to CalPERS during the employee’s final compensation period that CalPERS believes does not meet the criteria per CCR Section 571. This provides the employer with an opportunity to submit additional or updated language to CalPERS for additional consideration prior to the employee’s official retirement. Once an employee officially retires, CalPERS performs another compensation/compliance review and will notify the retiree and employer if any reported compensation does not meet the criteria per CCR Section 571. The employer/retiree would then need to officially file an appeal for reconsideration. If, during the appeal process, it is determined that the special compensation did not meet the criteria, then the special compensation is removed from the retirees retirement benefit.

Special compensation has been negotiated in good faith with the City’s bargaining units. To avoid special compensation from being removed from an employee’s retirement benefit, the City has updated language in the MOUs to ensure compliance with the applicable PERL, PEPRA and CCR sections. As special compensation cannot be referenced in another document, the applicable special compensation provisions have been included in updated salary resolutions for unrepresented employees.

Additional language updates were made to clean up provisions that were outdated and/or needed modification with agreement from the associations.

CMCEA Compensation, Classification and Staffing Updates

The CMCEA MOU contains a provision for CMCEA to request up to five (5) compensation inequity studies each year. This allows for at least five (5) classifications in this bargaining unit to be analyzed by Human Resources to identify whether there are discrepancies in compensation relative to the prevailing market. A classification update may also be needed based on the duties and functions being performed by the incumbent(s). Classification studies may also result in a recommendation to adjust compensation. For 2024, CMCEA requested classification studies for Community Services Specialist, Property & Evidence Specialist and Maintenance Worker (Parks and Community Services). Due to the complexity of the studies, the City retained Gallagher Consulting to conduct the classification studies for Community Services Specialist and Property & Evidence Specialist.

The Community Services Specialist classification encompasses several different assignment areas including Police Department front desk, field investigations, special investigations and discovery. Due to the training and experience necessary for some of the assignments, Gallagher recommended expanding this classification into a series to include Community Services Specialist and Senior

Community Services Specialist. This flexibly staffing model is commonly used in other mid-to-large police departments and would provide the Department the ability to acknowledge employees who have developed additional training and experience and align assignments accordingly. Gallagher also indicated that duties related to special investigations overlap with the city's Civilian Investigator classification. While the study did not reveal that the incumbent was performing the full duties of the current Civilian Investigator classification, they recommended expanding the Civilian Investigator classification into a series to include Civilian Investigator and Senior Civilian Investigator with the current Civilian Investigator classification being retitled to Senior Civilian Investigator and creating a lower level Civilian Investigator classification similar to the restructure of the Community Services Specialist classification series. The Human Resources Division and CMCEA concurs with this recommendation.

After a review of the consultant's recommendation, the Police Department also recommended the creation of a Lead Community Services Specialist classification. One of the assignments of the Community Services Specialist includes supervision of several Police Cadets and this incumbent can often serve as a trainer and/or "lead" to other Community Services Specialists. Due to these additional duties performed, the Human Resources Division and CMCEA concur with this recommendation.

The new Senior Community Services Specialist pay range will be set at approximately 6.2% above the current Community Services Specialist pay range and the new Lead Community Services Specialist pay range will be set approximately 6.2% above the new Senior Community Services Specialist. The new Civilian Investigator classification will be aligned with the Senior Community Services Specialist pay range.

The Property & Evidence Specialists are responsible for managing the receipt, storage, documentation and disposal of property and evidence collected by the Police Department. Due to the level of responsibility and/or detail involved in performing the tasks, Gallagher recommended expanding this series to include a Property & Evidence Specialist and Senior Property & Evidence Specialist. This flexibly staffing model is commonly used in other mid-to-large police departments and would provide the Department the ability to place tenured staff, who perform the full scope of work of the position and provide training to lower-level staff, in the Senior level of the series. The Human Resources Division and CMCEA concurs with this recommendation. The new Senior Property & Evidence Specialist pay range will be set at approximately 7.5% above the current Property & Evidence Specialist pay range.

The Human Resources Division studied the Maintenance Worker/Senior Maintenance Worker classification in the Parks and Community Services Department. The Maintenance Worker in the Parks and Community Services Department oversees and coordinates the activities of Fairview Park which include monitoring water quality, safety and trail clearance and coordination with staff. Contractors and the public regarding Fairview Park. The general Maintenance Worker/Senior Maintenance Worker classification is generally used in the Public Works Department. The Human Resources Division recommends creation of a Senior Fairview Park Maintenance Technician to recognize the increased technical and complex nature of the duties associated with Fairview Park. CMCEA concurs with this recommendation. The new Senior Fairview Park Maintenance Technician pay range will be set at approximately 5% above the current Senior Maintenance Worker pay range.

The Human Resources Division is also recommending an approximate 22.4% adjustment for the Community Outreach Supervisor position to address a compaction issue with the Management Analyst/Senior Management Analyst classification which it supervises. This adjustment will provide for a minimum of 5% differential with the classification's subordinates which aligns with City policy and classification best practices.

CMDMA Compensation and Classification Updates

As a result of the 2024 negotiations with CMDMA, the City also agreed to conduct a market analysis study in 2025 for various classifications resulting in recommended market and internal alignment approximate adjustments for the following classifications;

1. Neighborhood Improvement Manager - 21.0%
2. Recreation Manager - 11.43%
3. Public Affairs Manager - 5.35%

The Human Resources Division is also recommending a 4.09% adjustment for the Assistant Development Services Director position to address a compaction issue with the Planning Manager classification. This adjustment will provide for a minimum of 5% differential with the classification's subordinates, which aligns with City policy and classification best practices

In addition to the market adjustments, the Human Resources Division received requests to retitle Community Improvement Manager to Code Enforcement Manager, Planning and Sustainable Development Manager to Planning Manager and Telecommunications Manager to Emergency Communications Manager in order to better align the position title with the duties being performed. The Human Resources Division and CMDMA and Department management support and concur with the recommendation.

Executive Compensation Updates

The Human Resources Division is also recommending adjustments to the salary and benefits for the Deputy Police Chief, Police Chief, Assistant Fire Chief and Fire Chief classifications to address compaction issues with the Police Captain position and to address internal alignment. These adjustments include a 6% pay range adjustment for the Deputy Police Chief and Assistant Fire Chief classifications and a 2% pay range adjustment for the Police Chief and Fire Chief classifications and addition of 12.5% Longevity (Recruitment and Retention Incentive) Pay for the Police Chief and Fire Chief.

The updated Executive Resolution also includes updates to the City Manager classification salary and benefits to align with the provisions of the recently approved contract for the new City Manager.

Part-Time Compensation Updates

On September 17, 2024, the City Council approved a new part-time classification of Reserve Senior Public Safety Dispatcher as part of the efforts to recruit and retain public safety dispatchers. When the CMCEA Agreement for a Successor Memorandum of Understanding was approved, those provisions also applied to any part-time employee in a CMCEA classification. As such, the 2% salary increase applied to the lower-level, part-time Public Safety Dispatcher position, but was not applied to the Reserve Public Safety Dispatcher position as the new position is not tied to CMCEA.

The Human Resources Division is recommending the current and future salary adjustments for CMCEA be applied to the Reserve Public Safety Dispatcher position in order to maintain alignment within the classification series.

A salary adjustment for the Video Production Aide classification is also being recommended as the salary range for this classification has not been updated since 2019 other than application of the minimum wage rate (currently \$16.50 per hour). The recommended salary range will align with the Intern classification (currently \$23.00 - \$27.96 per hour).

Police Recruit Compensation Updates

On August 6, 2024, the City Council approved a new resolution converting Police Recruits to full-time status and aligning applicable benefits from the Costa Mesa Police Association (CMPA) MOU to the position. This resolution includes a provision to maintain a 16.30% salary differential with Step 1 of the Police Officer classification. The 4% CMPA salary range adjustment approved by City Council was also applied to Police Recruit but needs to be administratively updated on the salary resolution as well.

Staffing Updates for the City Clerk's Division

The City Clerk's Division currently utilizes part-time Office Specialists and Interns to staff the Concierge desk. This Concierge assignment provides employees and interns with a great introduction to City Hall and municipal government operations as the position interacts all departments and deals with a wide variety of public inquiries. However, most employees eventually desire full-time employment which results in high turnover for the position as employees quickly seek full-time employment in other City Departments or other agencies. This high turnover results in the City Clerk's Division having to constantly train new employees. The City Clerk's Division has requested to convert two part-time Concierge positions to one full-time Office Specialist II (Confidential) position.

ALTERNATIVES:

The parties to these agreements/resolutions considered a variety of issues in the context of good faith negotiations in accordance with Government Code Section 3500, et seq. (Meyer-Milias-Brown Act). These agreements/resolutions represent the successful conclusion of labor negotiations and/or discussions in addition to updating language for required compliance with the PERL, PEPR, Gov. Code and CCR, and alternatives need not be considered as a result of collaborative efforts expended.

Do not approve the staff recommendation(s) regarding compensation and/or staffing updates and direct staff accordingly.

FISCAL REVIEW:

[Click or tap here to enter text.](#)

LEGAL REVIEW:

The City's special counsel, Liebert Cassidy Whitmore (LCW) and City Attorney's Office have reviewed the agreements and this report and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The proposed Agreements support the City's Strategic Plan Goals to Recruit and Retain High Quality

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

CONCLUSION:

Staff recommends the City Council:

1. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMCEA (Attachment 1); and
2. Approve and adopt Resolutions Number 2026-xx 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 (Attachment 2); and
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9. Authorize and approve staffing for following full-time position: Office Specialist II (Confidential) in the City Clerk's Division of the City Manager's Department; and
10. Authorize the City Manager and members of the City's Negotiation Team to execute the MOU.

MEMORANDUM OF UNDERSTANDING



*Between The Representative of the
Costa Mesa City Employees Association
And the City of Costa Mesa*

2025

2026

CMCEA
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CHAPTER 1 – INTRODUCTION

ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa and pursuant to the provisions of the Meyers-Milias-Brown Act, section 3500 et. seq. of the California Government Code, the City of Costa Mesa (hereinafter called the "City") has recognized the Costa Mesa City Employees Association (hereinafter referred to as "Association" or "CMCEA") as the exclusive representative and agent for collective bargaining for the employees in job classifications set forth herein. The Association and the City are the Parties to this agreement and are jointly recognized herein below as "The Parties."

1.2 This Memorandum of Understanding (MOU) has been prepared by representatives of the City and representatives of CMCEA who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, fringe benefits and other terms and conditions of employment for the employees of the City as defined in Section 1.1 herein.

1.3 It is the mutual understanding of the City and Association that this MOU shall be submitted to the Costa Mesa City Council with the joint recommendation of the parties that this MOU be adopted, and that said City Council will take such other action as may be needed to implement its provisions.

1.4 The wages, hours and other terms and conditions of employment specifically referenced in this MOU shall remain in effect unless and until modified, amended or deleted by means of future meet and confer processes, including impasse resolution procedures. If a tribunal of competent jurisdiction holds that any part of this MOU is found to be insufficient, in conflict or inconsistent with other laws, regulations or the obligations of the Parties as defined herein, or is otherwise held to be invalid, unlawful or unenforceable, such part or provision, and only such part or provision shall be severed from this MOU or shall be suspended or superseded by such applicable laws and regulations. To the extent that the implementation thereof falls within the scope of representation, it shall be controlled by the provisions of Government Code section 3500, et seq.

1.5 For the term of this MOU, neither party shall be compelled to meet and confer with the other concerning any issue expressly provided for in this MOU. Each Party to this MOU hereby expressly waives its right to demand that the other Party meet and confer concerning any issue expressly covered herein. However, nothing in this MOU shall prohibit these Parties from meeting and conferring over any issue provided for in this MOU.

1.6 Continuous uninterrupted and efficient service to the City of Costa Mesa by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, CMCEA agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, non-informational picketing, boycotting, work stoppages, slow-down strikes or any other concerted job actions or by refusal to render services, including overtime or any other curtailment or restriction of work and services at any time.

1.7 CMCEA recognizes its duty and obligation to comply with the provisions of Section 1.6 of this MOU and to make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in violation of the provisions or intent of Section 1.6, CMCEA hereby agrees to direct its members to cease said action or conduct forthwith. No employee covered by this MOU shall be entitled to any benefits or wages whatsoever while engaged in activities prohibited by Section 1.6.

1.8 All rights to manage, organize, direct and control the City's business, including all of the terms and conditions of the employment of any employee of the City, which are not expressly limited, modified, amended or eliminated by this or any other MOU, are retained exclusively by the City and its management

personnel. City Management also retains exclusive jurisdiction over any residual portions of any managerial rights which have in part been limited, modified or amended by this MOU.

1.9 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this MOU will commence on July 1, 2025, and will expire on June 30, 2026.

CHAPTER 2 – COMPENSATION

ARTICLE 3 - SALARIES AND WAGES

3.1 BASE SALARY

Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment.

- Effective the pay period that includes July 1, 2025, two percent (2%) increase for all classifications subject to this MOU.
- Effective the pay period that includes January 1, 2026, two percent (2%) increase for all classifications subject to this MOU.
- Effective the pay period that includes April 1, 2026, two percent (2%) increase for all classifications subject to this MOU.

3.2 MERIT SALARY ADVANCEMENT

No salary advancement within a classification shall be made so as to exceed the maximum rate established in the pay plan. Advancement shall not be automatic but shall depend upon increased service value to the City as recommended by their supervisor based upon performance record, special training undertaken, length of service and other pertinent factors.

An employee who does not receive an evaluation within sixty (60) days of their anniversary date (i.e., the date the evaluation is due) will receive their merit increase effective the pay period including the employee's anniversary date regardless of the evaluation rating (which may be less than satisfactory) on an evaluation received after that date. Once the employee receives their evaluation, if an additional increase is recommended, it will be received retroactive to the employee's anniversary date. An employee who is at top step is not eligible for a merit increase.

3.3 LABOR MARKETPLACE

The “labor marketplace” however defined, shall not mandate any specific compensation adjustment yet may be one of many factors assessed by the parties in determining levels of compensation. In assessing the labor marketplace, both public and private sector classifications may be given consideration as a factor in assessing the “labor marketplace” indication of total compensation levels. The “total compensation” of employees within the unit and in the “labor marketplace” may be a factor in assessing compensation levels. “Total compensation” shall include but not be limited to the value of City funded base salary, retirement, deferred compensation, health insurance, and other forms of City-funded remuneration as agreed to between the City and the Association.

ARTICLE 4 – ADDITIONAL COMPENSATION

4.1 BILINGUAL PAY

Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the employee’s base salary on a bi-weekly basis depending on level of proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Bilingual Premium pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

The City agrees to receive CMCEA input as to what languages should be considered for the bilingual program.

- A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:
 - 1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of their work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.
 - 2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.
 - 3. The applicant can be understood with some repetition by a sympathetic native speaker.
 - 4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.
 - 5. Accuracy is required in the present tense and gender distinctions.
 - 6. Core vocabulary of 300-600 words.
- B. The 5% Certification requires:
 - 1. Accuracy in present and past tenses.

2. Core vocabulary of 600-1200 words.
3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.
4. Ability to interview the victim of a crime or accident or other situation involving a native speaker of Spanish or Vietnamese and the conduct simple interrogations and investigations which could be of a life-or-death nature.
5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

4.2 MATRON PAY

The City will endeavor to ensure that non-sworn staff will not be assigned to perform this duty, pursuant to Police Department policy. However, when required as an incidental assignment for trained non-sworn personnel other than a Custody Officer, employees will be paid five percent (5%) of their base hourly rate for each hour they perform the matron duty. The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.3 “EMD” CERTIFICATION PAY

Telecommunication Division employees who possess an Emergency Medical Dispatch Certification (EMD), shall receive 5% of the employee’s base salary on a bi-weekly basis. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Educational Incentive pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.4 STANDBY PAY

Employees who are released from active duty but who are required by their department to leave notice where they can be reached and be available to return to active duty when required by the department at any time other than their regularly scheduled working hours, shall be said to be on standby duty.

An employee assigned to standby duty shall be paid at the rate of one and one-half (1.5) hours per weekday and five and one-quarter (5.25) hours per weekend day (for up to a total of eighteen (18) straight time hours) at their base hourly rate for each week so assigned, plus compensation for each hour actually worked pursuant to the callback provisions. If a holiday falls within the assigned standby week, an additional five and one quarter (5.25) hours at the employee’s base hourly rate will be given to the person assigned to standby.

Employees on standby duty must remain within a reasonable commuting distance in which the employee must be able to respond to the worksite within one hour of being called. During standby duty, the employee must refrain from activities that might impair their ability to respond or perform assigned duties in a satisfactory manner.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.5 COURT STANDBY PAY

If an employee receives a job-related subpoena to be standby for court while in a non-paid status (time off), they shall receive two hours at the base hourly rate for each court session. The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.6 SHIFT ASSIGNMENT PAY EXCEPT FOR TELECOMMUNICATIONS BUREAU

The City will pay a shift differential for employees (excluding Telecommunications classifications) who are routinely and consistently scheduled to work a minimum of five (5) hours during an A.M. or P.M. shift as defined below:

- A. A P.M. Shift Differential of 5% of the employee's base salary per shift for employees assigned to work a night (swing) shift schedule.
- B. An A.M. Shift Differential of 10% of the employee's base salary per shift for employees assigned to work a morning (graveyard) shift schedule.
- C. Employees eligible for shift differential who work a Cross-Over Shift schedule beginning in one shift, but including at least five (5) hours worked into a P.M. or A.M. Shift, will be compensated at the appropriate Shift Differential rate. For example, an employee working a ten-hour Cross-Over Shift where two-and-a-half hours fall into the PM Shift and seven-and-a-half hours fall into the AM Shift would earn two-and-a half hours of PM Shift Differential and seven-and-a-half hours of AM differential.
- D. Employees eligible for shift differential who work an overtime shift during the P.M. or A.M. shift hours will be compensated at the appropriate Shift Differential rate for those hours.

Employees who are continuously and regularly assigned to the Day shift are not eligible for Shift Assignment Pay.

The parties agree, to the extent permitted by law, the compensation in section 4.6 A-C is special compensation and shall be reported as Shift Differential pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.7 SHIFT ASSIGNMENT PAY TELECOMMUNICATIONS BUREAU

Employees in the Telecommunications Bureau in the classifications of Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor who are routinely and consistently scheduled to work between the hours of 6:00 p.m. to 6:00 a.m. shall receive a shift differential of 7.5% of the employee's base salary for each hour worked between 6:00 p.m. - 6:00 a.m.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Shift Differential pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.8 SHORTHAND ASSIGNMENT PAY

The City will pay 2.5% of employee's base salary for an incumbent in a secretarial classification assigned by the Department Director to utilize the ability to take dictation at a minimum rate of 70 words per minute. Effective July 1, 2022, no future employee will be eligible for this pay.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.9 CLASS A and B LICENSE INCENTIVE PAY

Eligible employees assigned to positions requiring daily operation of equipment requiring employee to obtain and maintain a valid Class A/B California Driver's License shall receive an annual \$700 incentive bonus, subject to the following eligibility criteria:

- A. Eligibility – The employee must meet all of the following in order to be eligible for the annual bonus incentive:
 - 1. Employee must be assigned to a position requiring regular operation or maintenance of equipment requiring a valid Class A/B California Driver's License.
 - 2. As a condition of employment, employee must obtain and maintain the required California Driver's license and endorsements (airbrakes, tanker and passenger endorsement if applicable). A manual transmission endorsement shall no longer be required effective August 30, 2020.
 - 3. Employee must have successfully passed the DMV Medical examination.
- B. Payment of Annual Incentive – Eligible employees shall receive this annual incentive bonus on their respective anniversary date. Employees must submit a copy of their current Class A/B California Driver's License and current DMV medical certification prior to receipt of the bonus.
- C. Lapse of License – Any eligible employee assigned to positions requiring daily operation of equipment requiring a valid Class A/B California Driver's License who allow their Class A/B California Driver's License to lapse may be subject to discipline up to and including termination. Any annual incentive bonus to be paid on their next anniversary date will be reduced on a prorated basis.
- D. DOT Drug and Alcohol Testing Regulations - Eligible employees assigned to positions requiring daily operation of equipment requiring a valid Class A/B California Driver's License will be subject to the DOT Drug and Alcohol Testing Regulations and the City's Drug & Alcohol Policy adopted pursuant to the DOT Regulations.
- E. License and DMV Physical Fees - Any employees who successfully renew their Class A/B California Driver's Licenses or acquire a new license upon starting a new assignment requiring a Class A/B California Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in fee charged by the DMV between such license and a Class C Driver's license. The cost of the DMV physical/medical exam will be scheduled and paid by the City.

The parties agree, to the extent permitted by law, the compensation in section is special compensation and shall be reported as Special Class Driver's License Pay pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

4.10 MOVE UP PAY

Eligible employees temporarily assigned to perform the work of a higher classification for a period of at least two weeks will be compensated at 5% above their current rate of pay for up to 90 days. After 90 days, either the position will be reclassified, the employee will be given an acting appointment, or the move-up duties will be removed from the employee's assignment. Time limits on move-up pay may be extended on an individual basis by prior written, mutual agreement by the City and CMCEA. An acting appointment will be made when the employee is performing all of the duties of the higher-level classification.

Move-up pay will be included in the calculation of the overtime rate when an employee earns overtime.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.11 SAFETY SHOE ALLOWANCE

For those employees covered under the City's Safety Shoe Policy and who meet the criteria for the replacement, repair or purchase of safety shoes, the City agrees to pay up to \$225 for the shoe that meets the minimal standard established by the program. All safety shoes/boots purchased must comply with the City's Safety Shoe Policy. Eligible classifications are listed in Appendix A.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

4.12 TRAINING ASSIGNMENT PAY TELECOMMUNICATIONS BUREAU

Employees who meet the Department established standards and routinely and consistently assigned as a Public Safety Dispatch training Officer shall receive 12.5% of base salary while so assigned.

The parties agree, to the extent permitted by law, the compensation in section is special compensation and shall be reported as Training Premium pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

4.13 UNIFORM MAINTENANCE ALLOWANCE

The City provides uniforms for employees in classifications required to wear uniforms. Eligible classifications are identified in Appendix A. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as \$7.56 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, section 571.

4.14 DEFERRED COMPENSATION MATCH

For any employees who make a voluntary contribution to the employee's 457(b) account with the City's 457(b) provider, the City will make an annual contribution to the City's 457 (b) provider that will equal up to 0.5% of annual base salary for the payroll calendar year.

The City's contribution will be made on the second to the last pay period of the payroll calendar year. If at the time of contribution, the employee has already contributed the maximum allowable per the IRS, the contribution will be issued as earnings. If an employee leaves the bargaining unit (through promotion or separation), the contribution to the City's 457 plan will occur in their last pay period.

4.15 RECRUITMENT AND RETENTION BONUS

Full-Time employees (i.e., employees scheduled to work forty (40) or more hours per week) in the classification of Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor as of September 22, 2024, will be entitled to a one-time \$15,000 bonus. This bonus does not apply to employees hired on September 22, 2024, or later. The bonus will be paid in two installments: 1) 1st installment of \$7,500 will be paid with the pay period beginning September 22, 2024, and 2) 2nd installment of \$7,500 will be paid with the pay period beginning September 21, 2025. Employees must remain as an active full-time employee (i.e., employees must remain in full-time status and cannot leave City employment) between September 22, 2024, and September 21, 2025, to be eligible for the second installment.

The parties agree, to the extent permitted by law, this compensation is not special compensation and will not be reported as such.

ARTICLE 5 - CLASSIFICATION AND COMPENSATION

5.1 REQUEST FOR STUDIES

Employees seeking a classification study of their position may request a study through CMCEA. Each January, CMCEA may request that the Human Resources Division conduct up to five classification studies. The CMCEA will be responsible for submitting completed Position Analysis Questionnaires for the requested position studies with a cover memorandum explaining the changes in duties, organization or marketplace for each position. The Human Resources Division will study the positions and meet with CMCEA with its recommendations.

In January of each year, CMCEA may request that the Human Resources Division conduct up to five compensation studies. The Human Resources Division will study the positions and meet with CMCEA with its recommendations.

The results of the above studies shall be one of many factors that may be considered by the parties in formulating and considering proposals for a successor MOU, however the product of the above studies shall not result in any mandated changes in wages, hours or other terms and conditions of employment.

5.2 NEW CLASSIFICATIONS

The City acknowledges its legal obligation to meet and consult with CMCEA prior to the creation of a new classification and to bargain in good faith regarding the appropriate salary for the new classification within its bargaining unit.

ARTICLE 6 - HOURS WORKED

6.1 OVERTIME

If an employee is required to work longer than the normal work week or shift, the employee shall be compensated for the overtime either (1) by being allowed one and one-half (1-1/2) times the amount of actual overtime hours worked, to be earned as compensatory time off ("comp time"), or (2) by payment for such overtime actually worked paid at time and one half. Overtime will be paid as follows: if actual hours worked exceed 40 hours in the defined workweek the employee shall be paid for those hours per the requirements of the Fair Labor Standards Act (FLSA) and paid at their regular rate of pay per the FLSA. If an employee works hours outside their regular shift, but the employee has not worked in excess of 40 hours in their workweek (because they took some form of leave) those hours are referred to as "contract overtime"

and paid at 1.5 times the employee's base hourly rate of pay if the overtime is mandatory and 1.0 times the employee's base hourly rate of pay if the overtime was voluntary.

If the total number of active, off probation Senior Public Safety Dispatchers and Public Safety Dispatch Supervisors falls below eighteen (18) employees in the Public Safety Dispatcher, Senior Public Safety Dispatcher and Public Safety Dispatch Supervisor classifications who actually work over 60 hours per week, will receive an additional half-time (0.5) of the employee's base hourly rate of pay for the hours worked above 60 hours per week.

Paid leave shall not be considered hours worked for purposes of computing overtime eligibility.

6.2 COMPENSATORY TIME OFF

- A. Accrual of Compensatory Time Off: An employee who earns overtime may, with the department director's approval, accumulate compensatory time off to a maximum accumulation of sixty (60) hours. Employees in the Police Department who must work without regard to the listed holidays in Article 11.11 may accrue compensatory time to a maximum of 80 hours.
- B. Use of Compensatory Time Off: A written request to use accrued C.T.O. shall be made and approved no later than 24 hours prior to the requested time off. Twenty-four (24) hours is considered reasonable notice.

All employees (on a first come, first served basis) who submit a request for time off may utilize accrued compensatory time off ("CTO"), provided their vacancy does not result in less than minimum staffing levels on the shift they are scheduled to work. This policy is subject to suspension in emergency situations at the discretion of the Department Director or their designee.

Employees assigned to rotating shifts (i.e., employees who may work different shifts based on shift selection) may not submit a CTO request more than 30 calendar days in advance of the shift rotation in which the CTO day off would fall.

Employees will submit their request to the shift supervisor who shall as soon as possible determine if the CTO request may be granted if it does not take the shift below minimum staffing.

If the CTO vacancy would result in less than minimum staffing levels, the employee will be required to identify an alternate date to take CTO or make approved arrangements for a day-for-day shift trade. A shift trade will not result in overtime compensation or CTO accrual since the employee whose shift is worked gets credit for the shift as regular hours worked.

- C. Cash-Out of Compensatory Time Off: Employees will be allowed to cash-out up to 40 hours of compensatory time (time off accrued in lieu of paid overtime) in any payroll period. On the first pay day in January of each year, employees' compensatory time banks shall be cashed out down to 40 hours unless an employee informs payroll that they elect to cash out all of their accrued compensatory time on the first pay day in January.

6.3 CALL BACK DUTY

Employees who are recalled to active duty from off-duty not as an extension of the scheduled or normal work shift will be considered to be "on call" and shall receive overtime compensation at time and one half (1½) for time actually worked or two (2) hours of call back pay for each call, whichever is greater.

Employees who are required to report to work immediately shall be compensated at the time of recall. Employees who are required to report to work at a later time shall be compensated after returning to work. Employees who are able to handle the incident by phone or other electronic means without reporting to duty shall be compensated according to the same callback provisions.

6.4 CALL RESPONSE DURING LUNCH PERIODS

Except for employees who receive a paid lunch period, if an employee is required to work during their lunch period, the time they work during their lunch period shall be at time and one-half (1.5). Employees are not permitted to forego any portion of their lunch period without prior approval.

6.5 DAY-FOR-DAY EXCHANGE OF WORK SHIFTS

Day-for-Day exchange of work shifts may be granted by the department director for emergency or other justifiable reasons.

6.6 SHIFT TRADING

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. All shift trades must be approved in advance.

The employee providing the trade shall not have their compensable hours increased as a result of the trade; nor shall the employee receiving the trade have their compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within the shift deployment of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. Shift trades are not subject to the grievance procedure.

If one individual fails to appear for the other (regardless of the reason), the person who agreed to work the shift per a shift trade will be listed as absent and will be required to use appropriate accrued leave.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

6.7 ATTENDANCE

Employees shall be in attendance at their work in accordance with Personnel Rules and Regulations and department policies regarding hours of work, holidays and leaves. All departments shall keep daily attendance records. Any unauthorized tardiness or absence is cause for disciplinary action.

ARTICLE 7 – WORKWEEK AND WORK SCHEDULES

7.1 WORKWEEK

The average workweek for all full-time positions shall be forty (40) hours. The FLSA workweek is 168 regularly recurring hours. For employees scheduled to work a 9/80 or 3/12 work schedule, their FLSA workweek begins four hours after the start time of their shift on their alternating regular day off. For

employees working the 5/40 or 4/10 work schedules, their FLSA workweek shall begin Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.

7.2 WORK SCHEDULE

The following are work schedules that may be worked by employees:

5/40 - five (5) eight-hour days on and two (2) days off.

9/80 – four (4) nine-hour workdays followed by one (1) eight-hour workday followed by two (2) consecutive days off followed by four (4) nine-hour workdays followed by three (3) consecutive days off.

4/10 – four (4) ten-hour days on and three (3) days off.

3/12 – three (3) twelve-hour workdays followed by one (1) eight-hour workday followed by three (3) consecutive days off followed by three (3) twelve-hour workdays followed by four (4) consecutive days off.

Work schedules for work shifts established on a pay period basis shall usually be ten (10) eight-hour days on and four (4) days off. All employees shall be scheduled at least two (2) consecutive calendar days off. The work schedule for each position shall be established by the department director and approved by the City Manager or designee.

7.3 SHIFT COVERAGE FOR TELECOMMUNICATIONS DIVISION

Employees in the Telecommunications Division working the 3/12 work schedule shall not fall below the minimum staffing of four (4) employees.

CHAPTER 3 – BENEFITS

ARTICLE 8 – HEALTH INSURANCE AND RETIREE MEDICAL BENEFIT PROGRAM

8.1 IRS SECTION 125 BENEFIT PLAN

The City shall continue to provide the amounts listed below toward the payment of premium for employees covered by this Agreement under an IRS Section 125 Benefit Plan. The current core benefits include life and long-term disability insurance. Medical insurance is a core benefit which a City employee is required to carry unless they are covered by another medical insurance plan (as addressed in Article 8.4 below) with comparable coverage at the end of the open enrollment period.

8.2 MANDATORY BENEFITS

Employees must use a portion of the City contribution to pay for life insurance and long-term disability. Employees also must enroll in medical insurance unless the employee meets the eligible opt out requirements to receive cash in lieu.

8.3 PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

The City contracts with the California Public Employees' Retirement System ("CalPERS") for medical insurance pursuant to the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The City will contribute the annual CalPERS statutory minimum on behalf of each participant in the program, which is included in the amount of the City's contribution to the flexible benefit account (i.e., the Section 125 Benefit Plan) described below. Eligible employees may select any of the medical insurance plans offered by CalPERS.

8.4 CONTRIBUTION AMOUNT

For those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is one thousand six hundred fifty dollars (\$1,650.00) per month. This amount is inclusive of the CalPERS statutory minimum amount for each month.

- Effective the pay period that includes January 1, 2026, the City amount is increased to \$1,700.00 per month.
- Effective the pay period that includes June 1, 2026, the City amount is increased to \$1,800.00 per month.

Opt Out: All employees must enroll in an available City health program unless they opt out. In order to opt out, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

The maximum opt-out payment is \$1,500.00. Employees who use benefits that are less than maximum amount set forth above (after purchase of medical, life and LTD) shall receive the difference between the maximum amount set forth above and the amount they use toward benefit payments. Employees who use benefits shall receive the annual health benefit increases set forth above.

8.5 QUALIFICATION FOR FLEX CONTRIBUTION

Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period except if an employee exhausts their accrued leaves prior to the end of the pay period, they shall receive the flex contribution for that pay period. This exception will be permitted once per every six (6) months per rolling year. Disciplinary actions will not disqualify an employee from receiving the flex contribution. Catastrophic illness leave donations to employees will not meet the qualifications for the flex contribution. In addition to the preceding, for employees within the first six (6) months of employment, or employees who take unpaid time off during the City's "holiday closure" per Article 11.11, they will not lose their flex contribution if they record absence without pay.

8.6 RETIRED EMPLOYEES MEDICAL PROGRAM

Unit employees hired by the City prior to January 1, 2004, who participated in the City's group health insurance plan for at least five (5) consecutive years and are enrolled in City medical insurance immediately prior to retirement, who retire immediately commence receiving a retirement allowance upon separation from City service will participate in the retiree life and medical insurance programs as defined in City Council Policy 300-1. The City shall continue to provide life and medical insurance for retired employees of the City as defined in Council Policy 300-1.

ARTICLE 9 – RETIREMENT

9.1 CALPERS

The City contracts with CalPERS for retirement benefits.

A. Employees Who Are Not “New Members” as Defined by Government Code section 7522.04(f) – i.e., “Classic Members”

1. Retirement Formula: The City contracts with CalPERS to provide the 2.5% at 55 retirement formula (“tier 1”) as set forth in California Government Code section 21354.4 for all employees covered by this MOU hired before March 11, 2012 and the 2% at 60 retirement formula (“tier 2”) as set forth in California Government Code section 21353, for all employees covered by this MOU who were hired between March 12, 2012 and December 31, 2012 or hired after December 31, 2012 as lateral employees who qualify as “classic members” under the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).
2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for these employees per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the twelve (12) consecutive months selected by the employee or if not selected, the employee's last twelve (12) months of employment.
3. Payment of Employee/Member Contribution:
 - a. Employees Subject to the 2.5% @ 55 formula:

These employees will pay the full CalPERS member contribution equal to eight percent (8%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.
 - b. Employees Subject to the 2% @ 60 formula:

These employees will pay the full CalPERS member contribution equal to seven percent (7%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

4. Cost Sharing:

- a. Classic member employees subject to the 2.5% @ 55 formula pay 2.469% of compensation earnable pursuant to Government Code section 20516(a) and 1.531% of compensation earnable pursuant to Government Code section 20516(f). Effective July 1, 2023, classic member employees subject to the 2.5% @ 55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to 20516(f) will be reduced from 1.531% to 0%.
- b. Classic member employees subject to the 2% @ 60 formula pay five percent (5%) of compensation earnable pursuant to Government Code section 20516(f). Effective the pay period that includes July 1, 2023, cost sharing for employees subject to the 2% @ 60 formula will be reduced from five percent (5%) to two percent (2%) and will be pursuant to Government Code section 20516(a).

B. For “New Member” Employees

“New Members” are defined in Government Code section 7522.04(f) as follows:

“New member” means any of the following:

- 1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- 2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- 3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

New Members are subject to the provisions of this subsection B:

1. Retirement Formula: Unit members who are defined as “new members” are covered by the 2% @ 62 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.20.
2. Retirement Benefit Calculation Period: These employees’ final compensation is based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan (rounded to the nearest quarter of one percent), as defined by CalPERS in their annual valuation, through a payroll deduction. This amount is determined by CalPERS each year.

4. Cost Sharing: New member employees will cost share (pursuant to Government Code section 20516(f)), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal twelve percent (12%) of pensionable compensation. For example, if the CalPERS annual valuation report for 2022, provides that the City's normal cost rate is 6.50%, the new member employees will cost share 5.5% of pensionable compensation for 2022. If, for example, the CalPERS annual valuation report for 2023, provides that the City's normal cost rate is 6.75%, the new member employees will cost share 5.25% of pensionable compensation for 2023.

Effective the pay period that includes July 1, 2023, new member employees will cost share (pursuant to Government Code section 20516(f)), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal nine percent (9%) of pensionable compensation. For example, if the CalPERS annual valuation report for 2023, provides that the City's normal cost rate is 6.50%, the new member employees will cost share 2.5% of pensionable compensation effective the pay period including July 1, 2023. If, for example, the CalPERS annual valuation report for 2024, provides that the City's normal cost rate is 6.75%, the new member employees will cost share 2.25% of pensionable compensation for 2024.

C. Adoption of the IRS Code section 414(h)(2) Resolution

The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

9.2 CALPERS CONTRACT

The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for employees covered by this MOU includes the following options:

- Section 20042 (Final Compensation 1 Year only applies to classic member employees)
- Section 20037 (Final Compensation 3 Years only applies to New Member employees)
- Section 20516 (Employee Sharing Additional Cost, only applies to classic member Tier 1 employees)
- Section 20965 (Unused Sick Leave Credit – Local Member)
- Section 21031 Public Service Credit for Limited Prior Service
- Sections 21624/21626 (Post-Retirement Survivor Allowance, only applies classic member employees)
- Section 21620 (\$500 Retired Death Benefit)
- Section 21329 (2% Annual Cost-of-Living Allowance Increase)
- Section 21354.4 (2.5% @ 55 Formula for Local Miscellaneous Members, only applies to classic member Tier 1 employees)
- Section 21353 (2% @ 60 Formula for Industrial and Miscellaneous Members, only applies to classic member Tier 2 employees)
- Section 7522.20 2 @ 62 Formula for Miscellaneous/Industrial Members
- Section 20903 (Additional Service Credit 2 Years – Local Member)
- Section 21635 (Post-Retirement Survivor Allowance to Continues After Remarriage)
- Section 21573 (Survivor Benefit Level 3)
- Section 21551 (Pre-Retirement Death Benefits to Continue After Remarriage of Survivor)

- Section 20055 (Prior Service)
- Section 21024 Military Service Credit as Public Service
- Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service)
- Section 21027 Military Service Credit for Retired Persons
- IRC 414(h)(2) (Pre-tax payroll deduction plan for member contributions and service credit purchase)

ARTICLE 10 – TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

10.1 TUITION REIMBURSEMENT

Tuition and/or textbook costs required to complete educational courses which are taken by an employee, and which pertain to their City employment, may be reimbursed to the employee by the City if reimbursement is recommended by the employee's department director and approved by the City Manager or designee. The employee on whose behalf the recommendation is made must also maintain a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion, which is verified by the Assistant City Manager's receipt of an official copy of the employee's grades prior to any reimbursement.

- A. The City will reimburse up to a maximum of \$1,250 per fiscal year for qualifying tuition and/or textbook (including e-textbooks) costs.
- B. To become eligible for tuition reimbursement, employees shall have completed one year of service prior to enrollment in such classes.
- C. The parties agree that the City's budgetary guidelines do not impact the tuition reimbursement program, nor do the guidelines prevent a represented employee from continuing to participate in tuition reimbursement for approved courses.

10.2 PROFESSIONAL DEVELOPMENT

The City endorses outside City-paid education and training, attendance at professional meetings and conferences, and dues and memberships in job specific organizations in which the City receives specific benefits for all CMCEA represented employees. Department directors may request in the budget up to \$1,000 per full-time department employee per year with appropriate justification from the employee. The up to \$1,000 Professional Development budget per full-time department employee limit pertains to education/training, meetings/seminars and conferences (including travel and meals), dues and memberships. Department directors have the right to determine the benefit to the City for the professional development request, staffing requirements and funding availability. Employees have the right to appeal to the Human Resources Division if they feel their request did not receive fair consideration by their Department Director.

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 11 – LEAVES

11.1 VACATIONS

- A. Vacation Leave is to enable employees to spend a reasonable amount of time away from their job and to return to work refreshed. Employees accrue vacation when in paid status. If an employee is absent without pay for an entire pay period, they will not accrue vacation for that pay period. If an employee is absent without pay for a partial pay period, their

accrual will be pro-rated.

- B. Employees shall accrue vacation leave as follows:

Years of Service	Hours Accrued Per Year	Maximum Accrual
0.00 – 2.99	92	380
3.00 – 4.99	116	380
5.00 – 9.99	140	380
10.00 – 14.99	164	380
15.00 – 19.99	188	380
20.00 +	212	380

Employees who work without regards to holiday are eligible for an additional 88 hours above the stated accruals. Classifications who work without regards to holiday are identified in Appendix A.

The City Manager or designee shall have discretion to start a new employee at higher accrual rate or with hours in their bank upon hire.

- C. Maximum Accumulation of Vacation Leave - All employees shall be permitted to accrue up to three hundred eighty (380) hours of vacation leave. If an employee's vacation accrual reaches 380 hours, the employee will stop accruing additional vacation leave unless there is an exception as provided in Subsection G of this Article based on department needs. Vacation accruals will re-commence in the next pay period following the use of vacation leave that reduces the balance below the maximum accrual. It is the responsibility of the employee to manage accrued vacation time off by requesting, scheduling and using vacation to avoid not accruing vacation because they have accrued the maximum accrual.

- D. Vacation Leave Cash Outs

1. Vacation Leave Cash Out

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to the maximum amount of vacation leave which they will earn in the following calendar year at the employee's base hourly rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation they chose to cash out. Employees who made an irrevocable election to cash out vacation shall choose to be paid out during one or more of the following payroll periods:

- Payroll period that includes April 1st
- Payroll period that includes July 1st
- Payroll period that includes October 1st
- Final Payroll period of the calendar year

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

E. Scheduling of Vacation Leave - Employees must submit vacation requests in a timely manner to ensure that requests are granted. Vacation requests will be evaluated based on each department's operational needs taking into consideration the employee's specific requested time off. Scheduled vacations shall only be cancelled in the event of an emergency.

F. Departmental Needs & Exception - When an employee submits a timely vacation leave request and the Supervisor and/or the Department Director must deny it due to the operational needs of the City and/or Department, an exception may be granted by the Department Head with a written explanation from the employee's supervisor and advance approval from the City Manager or designee. If such an exception is granted, the employee will be paid cash for any vacation time which would accrue in excess of the maximum amount allowed to be accrued. The payment will be processed for the pay period in question. There will be no approvals for vacation leave accrual beyond the maximum accrual level.

Should a scheduled Vacation Leave have to be cancelled by the Department Head due to the operational needs of the City/Department, and the cancellation would cause the employee to accrue above the maximum vacation accrual, an exception for a "Cash-Out" may be granted by the Department Head with a written explanation from the employee's supervisor and advance approval from the City Manager or designee. If such an exception is granted, the employee will be paid cash for any vacation time that would accrue in excess of the maximum amount allowed to be accrued.

G. Vacation Leave Procedure

1. An employee may only take vacation leave with hours they have accrued.
2. The time during the calendar year at which an employee shall take their vacation shall be determined by the department director with particular regard for the need for the employee's services and due regard for the wishes of the employee.
3. In the event one or more municipal holidays fall within a vacation leave, the day will be considered a holiday, not vacation.
4. An employee shall not accrue vacation if on an unpaid leave of absence.

H. Terminal Vacation Pay - Upon termination, employees will be paid for their vacation accrued through their date of termination at their base hourly rate of pay.

11.2 SICK LEAVE

A. The Sick Leave Bank - The Sick Leave Bank will have the following provisions:

1. Employees accrue 96 hours per year at the rate of 3.69 hours per pay period.
2. Employees can accrue up to 480 hours in the Sick Leave Bank.
3. Any new employees hired or rehired into the unit shall be provided with 96 hours of sick leave upon being hired. The City Manager or designee shall have discretion to start a new employee with additional hours in their sick leave bank upon hire.

- B. The Secondary Sick Leave Bank - Employees hired prior to September 21, 2014, were able to accrue sick leave into the Secondary Sick Leave Bank. Hours in this bank can still be used as sick leave when employees are sick but no sick leave is accrued in these banks and the sick leave contained in the Secondary bank have no cash value.
- C. The Tertiary Sick Leave Bank - The maximum accrual for the Tertiary Sick Leave Bank is 288 hours. The sick leave contained in the Tertiary bank have no cash value. No additional hours will accrue in the tertiary bank. An employee with hours in this tertiary bank can use those hours during their employment.
- D. Sick leave hours in the Sick Leave Bank and Secondary Sick Leave Bank shall be used in case of a bona fide illness of the employee. Sick leave may also be used up to one half of one year's annual accrued sick leave (i.e., 48 hours) for serious illness or emergency of their child, parent, spouse, domestic partner, grandchild, grandparent, sibling or designated person who is incapacitated and/or requires the service of a physician, and when the presence of the employee is required. Sick leave hours in the Tertiary Sick Leave Bank shall be used in case of serious health condition of the employee, as defined by the City's Family Care and Medical Leave Act Administration Regulation or up to one half of one year's annual accrued sick leave (i.e., 48 hours) may be used to care for the employee's child, parent, spouse, domestic partner, grandchild, grandparent or sibling who is experiencing a serious health condition and the employee's presence is recommended by a physician or health care provider.

Employees can use up to 48 hours per calendar year for sick leave (from any bank in which they have an accrual for family members described in the above paragraph).

- E. At the conclusion of the emergency, said employee shall return to work as soon as possible. The employee taking such sick leave shall notify their immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of their scheduled shift or the commencement of their work assignment, or as otherwise specified by the department. When absence is for more than three (3) scheduled shifts, the employee may be required to present a physician's release to the department director indicating that the physician is knowledgeable of the essential functions of the employee's job and that in the doctor's medical opinion that the employee is medically fit to return to the employee's regular job. If the employee is not able to perform the essential functions of their job, the physician's release must indicate what essential functions of the employee's job cannot be performed by the employee, and for how long of time the employee will be unable to perform these functions in the doctor's opinion. Said physician's release may be required by the department director. The department director shall forward the certificate to the Assistant City Manager for filing.
- F. The City Manager, upon written request, may grant that accrued sick leave may be taken by the employee when the employee's services are required by their relative which may be outside the employee's immediate household.
- G. Separation from City - The sick leave hours in the any of the sick leave banks shall have no cash value, shall not be convertible to cash or to any other form of compensation. At the time of retirement from the City (defined as having applied for retirement benefits from CalPERS) an employee with sick leave in the Primary, Secondary and Tertiary Sick Leave Bank can convert that sick leave to service credit at the rate of 1 day = 0.004 years of service credit.

- H. Accrued vacation leave normally will be used for sickness when all of an employee's accumulated sick leave has been exhausted. An employee may volunteer to use compensatory time off when all of their accumulated sick leave has been exhausted. This accrued time may also be utilized to supplement Long Term Disability insurance, provided the supplemental does not exceed 100 percent of the employee's regular rate of pay.
- I. Sick Leave During Vacation - An employee who becomes hospitalized or seriously ill or injured while on vacation may have such period charged to their accumulated sick leave instead of to the vacation provided:
1. Immediately upon return to duty, the employee submits to their department director a written request for sick leave and a written statement signed by their physician stating that the employee had a serious illness or injury and dates of their serious illness or injury.
 2. The department director recommends and the City Manager approves the granting of such sick leave.
 3. Other Limitations - No employee shall be entitled to accrue or to take sick leave with pay while absent from duty for any of the following reasons:
 - a. Disability or illness arising from employment other than with the City of Costa Mesa.
 - b. Leave of absence without pay.
 - c. Absence due to any reason other than certifiable illness.
- J. Penalty For Sick Leave Abuse - Employees who abuse sick leave may be denied sick leave pay and may incur other discipline up to and including termination. When, in the judgment of the department director, the employee's reasons for being absent are inadequate, they shall change the payroll time report to indicate that the absence was leave without pay. Employees shall then have the right of appeal through the appropriate administrative processes prior to any loss of pay for suspected abuse of sick leave.
- K. Extended Sick Leave - On written request of the employee and recommendation by the department director, the City Manager may authorize a leave of absence without pay for the purpose of recovering from an illness, provided:
1. The employee has used up all of their accumulated sick leave, but may retain compensatory time and vacation time.
 2. The employee presents to their department director an estimate of the time needed to recover signed by a physician approved by the City.
 3. An employee returning to work from an extended sick leave will be required to obtain and provide to their supervisor and the Human Resources Division a medical certification stating that they are fit to return to work.

11.3 ENTITLEMENT TO VACATION AND SICK LEAVE

For the purpose of computing an employee's entitlement to vacation and sick leave, an employee's continuous service shall be based on the employee's date of initial probationary employment with the City. This date shall be the employee's anniversary date for vacation and sick leave purposes subject to the

provisions contained herein. An employee who leaves City employment and returns within one year, shall have the break in service reduced from the amount of continuous service. If an employee leaves City employment for more than one year and then returns to City employment, the City Manager or designee shall have discretion to start the employee at a higher accrual rate or with hours in their bank upon hire.

11.4 LEAVES OF ABSENCE WITH OR WITHOUT PAY

The following leaves of absence are for leaves other than statutory leaves:

- A. Special Leaves of Absence Without Pay - The department director may authorize special leaves of absence without pay for a period of up to two (2) weeks (14 consecutive days).
- B. Ninety (90) Calendar Days or Less - Upon the written recommendation of the department director, the City Manager or designee may authorize special leaves of absence without pay for a period or periods not to exceed ninety (90) calendar days for purposes deemed by the City Manager or designee to be beneficial to the City.
- C. In Excess Of Ninety (90) Calendar Days - The City Manager may, grant leaves of absence with or without pay in excess of ninety (90) calendar days for purposes deemed by the City Manager to be beneficial to the City.
- D. Continuation of Benefits - The employee shall be responsible for paying for the continuation of employee benefits when a leave of absence exceeds one (1) full pay period.

11.5 LEAVE FOR NON-OCCUPATION INJURY OR ILLNESS

The City grants employees a leave of absence due to an injury or illness that prevents them from performing or safely performing the essential functions of their positions in accord with state and federal laws.

- A. An employee who requires a leave of absence for medical reasons must notify their supervisor in writing of the need for such a leave as soon as the employee learns that they are, or will become, temporarily disabled and unable to work due to the medical condition. A medical statement signed by a licensed physician must be submitted with the leave request. The medical certificate must state that the employee has a medical condition prohibiting them from performing the essential functions of their job, and must provide the anticipated length of absence and any functional limitations that the employee may have upon returning to work.
- B. Unless concurrently on a Family Care and Medical Leave, an employee granted a non-occupational disability leave of absence shall utilize available accrued sick leave, and vacation time during the period of their disability. The employee may elect to use compensatory time off prior to being granted leave without pay. Paid leave must be exhausted prior to being granted leave without pay unless the employee is concurrently on a Family Care and Medical Leave. (Refer to Administrative Regulation 2.28 - Family Care and Medical Leave).
- C. An employee may continue life, health, dental and long-term disability coverages while on leave of absence without pay by paying the full cost of such coverages. The City will pay its share of the employee's health insurance premiums for an employee on FMLA/CFRA unpaid leave of absence for up to 12 weeks. If the employee's portion of the premiums are not paid or the employee fails to pay the premiums after 12 weeks, the employee will be terminated from coverage. (Also refer to Administrative Regulation 2.28 - Family Care and Medical Leave).

- D. An employee returning from a non-occupational disability leave must provide a physician's statement that indicates that they are fit to return to work.
- E. If additional leave is desired, the employee may request the additional leave in accordance with the extended leave provision in the Personnel Rules and Regulations.

An employee who returns to work at the end of their leave of absence will be returned to their former position or to a similar position for which they are qualified, unless the position has been eliminated due to layoffs.

11.6 CATASTROPHIC ILLNESS LEAVE

The following sets forth how employees can use catastrophic illness:

- A. Definition of Catastrophic Illness or Injury - An acute or prolonged illness usually considered to be life-threatening or with the threat of serious residual disability.
- B. Eligibility for Catastrophic Leave - Employees may qualify for catastrophic leave if the employee or an employee's spouse, child, parent or domestic partner is experiencing a medically verified catastrophic illness or injury that creates a financial hardship for the employee. An employee must exhaust all vacation, compensatory time, and eligible sick leave prior to using catastrophic leave donations. Employees will not be eligible to receive additional leave accruals while using catastrophic leave donations.
- C. Donations - Employees will be permitted to voluntarily transfer 8 hours per pay period of accrued vacation or compensatory time, to a catastrophic leave bank of an employee who has exhausted their accrued leave banks as a result of a catastrophic illness or injury. In no event shall sick leave be donated. Donations may be made across all divisions and departments within the City.
- D. Coordination with Other Paid Benefits – Employees who are receiving long-term disability or workers' compensation benefits may supplement the benefits with catastrophic leave not to exceed their base salary. Employees will continue to be eligible for routine special and premium pays, certification pays, etc. while on catastrophic leave. "Routine" pay is defined as additional pay which the employee receives on a continuous basis (e.g., bilingual pay, EMD pay, etc.), but does not include pays which an employee only receives while performing a specific function and/or non-routine assignment (e.g., Matron pay, etc.). At no time, will the combination of donated leave and long-term disability or workers' compensation benefits result in the employee receiving more than 100% of their regular wages. Catastrophic leave donations will not meet the qualifications for the flex contribution and cannot be used towards voluntary deductions (including deferred compensation, United Way deductions, etc.).

An employee requesting catastrophic leave donations must submit a completed Catastrophic Leave Request form to their department director. In the event that the employee is incapacitated and cannot complete the Catastrophic Leave Request form, the department director may submit it on the employee's behalf.

11.7 MILITARY LEAVES

An employee having a probationary or regular appointment shall be entitled to such benefits as are provided in the California Military and Veterans Code and the U.S. Code. An employee requesting such military leave shall present a copy of their military orders to their department director prior to the beginning of the leave.

Employees are entitled to a temporary military leave of absence not to exceed 180 calendar days per year. Employees having more than one year continuous service and granted a military leave of absence are entitled to receive the equivalent salary up to the first 30 calendar days of any one military leave, or during any one (1) calendar year. Weekend drills are excluded from the meaning of ordered military leave. An employee who is ordered to a weekend drill can request to flex their time off during the same FLSA workweek.

11.8 SCHOOL ACTIVITY LEAVE

CMCEA has requested that Labor Code section 230.8, which deals with unpaid leaves of absence to participate in various school activities of an employee's dependents, specifically be referenced with this MOU. Employees may use accrued leave time or vacation time, or if no time is available, time without pay, for activities described in Labor Code section 230.8. Employees are entitled to up forty (40) hours per calendar year or eight (8) hours per month of unpaid leave. The Employee will provide written verification of any such activity for which they request time off, at the request of their department director.

11.9 REPORTING ABSENCES

An employee who is absent from duty because of illness or injury (i.e., the need to use sick leave) shall report such absence to their department director or immediate supervisor prior to the time of expected absence whenever possible, and in no case later than one-half (1/2) hour before unless an emergency prevents the employee from reporting their absence before the beginning of their normal work shift. Absences not reported in such manner may be subject to disciplinary action.

11.10 BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as "bereavement leave" to a maximum of five (5) working days in a calendar year. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the employee's Department Head (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave. The City Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

11.11 HOLIDAY LEAVE

The following are the eleven (11) designated holidays:

- New Year's Day - January 1st
- Martin Luther King, Jr. - third Monday in January
- President's Day - third Monday in February
- Memorial Day - Last Monday in May
- Juneteenth Day – June 19th
- Independence Day - 4th of July
- Labor Day - 1st Monday in September
- Veteran's Day - November 11th
- Thanksgiving Day - 4th Thursday in November

- Day after Thanksgiving - 4th Friday in November
- Christmas Day - December 25th

In the event any of the above holidays fall on Saturday, the preceding Friday (or Thursday if the preceding Friday is a closure day) will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed.

- A. In addition to the eleven (11) holidays above, employees receive sixteen (16) floating holiday hours. Employees may schedule with their supervisor any time during the year to use the floating holiday hours. At the end of the calendar year, any remaining holiday hours will be cashed out. Employees hired after January 1st of each year are eligible for the 16 hours of floating holiday pay on a pro-rata basis during the calendar year based on the established City holiday schedule. If an employee separates from the service of the City and has used or been paid for floating holiday pay in advance of Lincoln's Birthday and/or California Admission Day, the City will deduct the cash value for the floating holiday benefits paid, but unearned, from the final paycheck.
- B. In order to be eligible for holiday pay for the eleven holidays above, an employee must either work or be on paid status the day immediately before, or after the holiday if scheduled.
- C. All employees who receive time off for the above listed holidays shall receive full pay.
- D. Paid Full Shifts for Holidays - When a holiday is observed by the City, employees who take the holiday off shall record on their timesheets the hours that correspond with their regular workday shift within their established workweek schedule (i.e., employees on the four ten-hour day workweek (4/10) will record 10 hours for the holiday; employees who work on a 9/80 work schedule shall record 9 hours, or 8 hours as applicable, for the holiday; and employees regularly scheduled to eight-hour workday schedules shall record 8 hours for the holiday).
- E. Employees Who Work Without Regard to Holidays - Prior to the beginning of each calendar year, Police Department employees who must work without regard to the above listed holidays must irrevocably elect for the next year to either receive holiday leave (in which case they will receive one hundred and twenty (120) hours if assigned to a 4/10 or 3/12 work schedule, one hundred and eight (108) hours if assigned to a 9/80 work schedule or ninety-six (96) hours if assigned to a 5/40 work schedule) that they can use either on the actual holiday or work on the holiday and use at another time) or cash out for the holidays (in which case they will receive ninety-six (96) hours of holiday pay).

Employees who choose the cash out option will receive a holiday pay bank of 96 hours beginning the first pay period for the new payroll year. This holiday pay bank may be cashed out at any time during the year. At the end of the payroll year, any remaining holiday pay will be cashed out unless the employee previously elects to have it applied as accrued vacation. Throughout the payroll year, if an employee, who has selected holiday pay, decides to take a holiday off, they must use either vacation or comp time, to cover the leave since they received holiday pay.

Notwithstanding the above, if due to the way the pay periods occur, an employee receives 11 or 13 holidays in the calendar year, employees who choose the cash option will receive 104 hours (if there are 13 holidays) or 88 hours (if there are 11 holidays) beginning the first pay period of the new payroll year. Holiday pay will be paid at the employee's base rate of pay.

Employees who irrevocably elect (prior to the end of the calendar year for the following calendar year) to earn holiday leave rather than holiday pay will receive a bank of 96, 108, or 120 hours, depending upon their assigned work schedules. The hours will be available the first pay period of the new payroll year. Employees will have holiday leave available to use during the year, including (assuming if the employee requests and is approved for taking a holiday off, an actual holiday). However, employees must make a request to use holiday leave at least four (4) working days prior to the requested time off. Approval of the time off request will be based upon available staffing needs and the needs of the employee. At the end of the payroll year, any remaining hours in the holiday leave bank will be carried over to the next payroll year (however, the subsequent year's bank shall be reduced by the number of hours carried over).

Notwithstanding the above, if due to the way the pay periods occur, an employee receives 11 or 13 holidays in the calendar year, employees who choose the leave option will depending on their schedule receive 104, 116 or 128 hours (if there are 13 holidays) or 88, 96 or 108 hours (if there are 11 holidays) beginning the first pay period of the new payroll year.

For employees defined as "Classic Members", the parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as Holiday Pay pursuant to Title 2 California Code of Regulations, Section 571. For employees defined as "New Members", the parties agree, to the extent permitted by law, the compensation in this section is not special compensation and will not be reported as such.

- F. Employees hired after January 1 of each year are eligible for holiday pay on a pro-rata basis during the calendar year based on the established City holiday schedule. If an employee separates from the service of the City and has used or been paid for holiday pay in advance of the date(s) or day(s) the holidays actually occurred, the City will deduct the cash value for the holiday benefits paid, but unearned, at the time of separation from the final paycheck. If an employee transfers or promotes to a position not covered by this provision and the employee has been paid in advance of the date(s) or day(s) the holidays actually occurred, the employee will be required to record absence with no pay for the remainder of the holidays that year.
- G. Annual Holiday Closure – City Hall will be closed between Christmas Day (December 25th) through New Year's Day (January 1st). City Hall, Maintenance and designated Police Department employees may choose to work or may take time off and utilize personal leave during the closure. Employees who do not have available leave may take absence without pay. Employees who take absence without pay will still be entitled to the flexible benefit contribution per Article 8.5. Additional days may be added to the closure as designated by the City Manager on an annual basis.

11.12 JURY DUTY

- A. An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.

- B. If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that they must report the next day.
- C. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift.
- D. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
- E. An employee who is scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to change their work hours in order to report to jury service under the same provisions of 1-3 above.
- F. An employee who is called to jury duty will not be subject to working their full graveyard or swing shift if there is not a minimum of 10 hours before or after assigned jury duty. If there is less than 10 hours between the end of a shift and the start of jury duty, an employee will be permitted to leave their shift early to allow for a minimum break of 10 hours. If there is less than 10 hours between the end of jury duty and the start of their shift, an employee will be able to delay their usual start time to ensure a 10-hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

The employee is entitled to retain any mileage allowance if paid by the court.

11.13 INDUSTRIAL ACCIDENT LEAVE

- A. In the event that any employee is absent from work as a result of any injury, illness or disease arising out of and during the course of employment with the City of Costa Mesa, such absence shall be considered to be industrial accident leave as specified below and nothing contained in this MOU shall be deemed to affect or limit in any manner the employee's entitlement to medical, surgical and hospital treatment as provided under California's Workers' Compensation laws.

1. Eligibility

- a. If the employee is unable to perform their assigned duties due to job-related injury or illness and is entitled to Worker's Compensation Temporary Disability under the provisions of California's Workers' Compensation Act.
- b. If the employee reports all on-the-job or off-the-job injury or illness which may impair their ability to perform regularly assigned duties to their supervisor within 24 hours (or the next regularly scheduled workday, whichever is sooner) of the incident, except under extenuating circumstances. Extenuating circumstances under which an employee may report an injury beyond the above limits shall include but not be limited to a report at the time the employee realizes the injury is disabling and the medical evidence is consistent with the claim. Failure to report said injury or accident may be grounds for disciplinary action. After review by the Department, said report shall then be forwarded to the Risk Management Division.

- c. Medical treatment is provided and maintained by a licensed physician, chiropractor or a licensed medical practitioner as prescribed by a licensed physician, acceptable to the City's Workers' Compensation Administration. If the employee has notified the Personnel Office in writing prior to a job injury/illness, the employee's own physician may be used if said physician treats for workers' compensation and can attest that they previously directed treatment for them and has their medical records including their medical history. After thirty days, an employee has the right to select their own physician provided the employee notifies the Workers' Compensation Administrator in writing of the doctor's name and address prior to the first appointment. The employee must *also* be disabled from and unable to perform any work regularly performed by a City employee that the City makes available with priority being in the employee's department and light duty availability.
2. Caveat - If the illness or injury resulted from the failure to wear prescribed safety or personal protective clothing or equipment; use provided safeguards or safety equipment; follow safety rules and regulations, or other departmental work rules; or the employee's gross negligence or willful misconduct was the proximate cause of the absence; *the incident* may be grounds for disciplinary action.
3. Administration
- a. Any employee who is going to be absent from work over one week with an industrial injury shall contact his designated departmental safety representative each Thursday or any other time designated by the departmental safety representative and report their medical progress and approximate date of return to work and any other information the designated departmental safety representative deems appropriate.
 - b. Employees on industrial leave must report any change in their normal place of residence or the address reported where they will be during normal business hours while recovering from job-related injuries or illness. Before leaving that location for a period in excess of one (1) day, they shall notify the departmental safety representative, and must be available for appointments or consultation as may be required by the City or Workers' Compensation Administrator. The departmental safety representative shall issue weekly reports to the department director with copies to the Risk Management Division advising of the employee's status.
 - c. The employee must make available after each medical appointment a medical prognosis for the likelihood of the employee's return to their regular and/or light duty with all applicable work restrictions. Industrial leave may not be granted if a light duty job assignment is available within the employee's work restrictions.
 - d. If further remedial action is indicated, the employee must follow a course of treatment which will enable return to full employment at the earliest possible time.
4. Denial of Industrial Leave - Industrial leave will not be approved when any of the conditions of section 1 above are not met, or when competent medical authority as outlined in 1.d of this section determines the disability to be a result of a pre-employment or non-industrial medical condition/ Industrial leave will also be denied if the leave requested is due to a medical condition for which the employee has already received a Settlement or a Compromise and Release pursuant to a prior legal action, or is requested relative to an injury or illness for which the City has previously denied industrial leave.

5. Industrial Leave will terminate when one of the following occurs:

- a. The employee fails to follow the advice of the treating physician by failing to pursue a course of treatment which will lead to recovery in a timely manner.
- b. The employee's condition becomes medically permanent and stationary within the guidelines of the state's Workers' Compensation scheme.
- c. It is medically determined that the employee will never be capable of performing the duties of their classification.
- d. The employee no longer qualifies for a compensable industrial leave as defined in paragraph C below.
- e. The employee is engaged in outside employment or activity which would impede recovery and prolong their return to work as determined by competent medical authority.

- B. In all cases as specified in Item 8.13(A) above where sickness or injury is incurred as a result of employment and is initially compensable under California's Worker's Compensation laws, the employee's full regular salary for the waiting period required under such laws shall be paid by the City.

If there is a question about whether the injury or illness qualifies as an industrial injury under the state's Workers' Compensation laws, the City will conduct an investigation and make a determination as provided under such laws. Compensation for time off due to disability during this determination period will be maintained through the use of the employee's personal accrued leave. If the injury is determined to be industrial, then the time off due to the disability will be converted to Industrial Accident Leave and the personal leave hours used during the determination period will be restored to the employee.

- C. All regular or probationary full-time employees, shall be entitled to Industrial Accident Leave and compensation on the following basis:

When any full-time employee of the City (including probationary full-time employees) qualifies for temporary disability payment under the State of California Labor Code or the Workers' Compensation benefits, the employee shall receive paid leave, after a three-day waiting period for a period not to exceed (up to) sixty-six workdays (528 hours) of leave for each separate injury. An injury shall be deemed to continue through a recurrence or aggravation to the original injury. Claimed recurrences or aggravations of any injury approved for industrial leave shall be charged to the balance, if any, of the maximum allowance of such leave for the original injury.

The leave in this section is intended for compensation while the employee is disabled from work and shall not be used to attend doctor's appointments, physical therapy, or other medical appointments when the employee is cleared to work light, modified or regular duty.

- D. Employees with accepted industrial injury leave shall continue to receive a flex contribution for benefits in accordance with Section 7.3. Employees under this section will be responsible for the employee portion of health and any other cafeteria plan premiums for the duration of coverage under the plan.

11.14 FAMILY AND MEDICAL CARE LEAVE

RIGHTS AND OBLIGATIONS - As required by State and Federal law ("FMLA") the City will provide family and medical care leave for eligible employees. Administrative Regulation 2.28 sets forth employees' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth therein are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code 12945.2).

ENTITLEMENTS - Rights of qualified employees under FMLA include: (1) entitlement of up to 12 weeks of unpaid leave in a year; (2) continuation of the City's portion of any medical insurance contributions made on behalf of the employee for the duration of the leave; and (3) no loss of seniority.

ARTICLE 12 - PROBATIONARY PERIOD - DISPATCHER

12.1 Part-time employees in the Public Safety Dispatcher or Senior Public Safety Dispatcher classifications who are rehired to full-time status in the same classification will have their probationary period waived if they meet the following criteria:

- A. Employees must have previously completed the probationary period for their classification.
- B. There was no break in City service in the same classification over one year between their full-time and part-time employment.

Service as a part-time employee will not count towards City or Department full-time seniority.

CHAPTER 5 – EMPLOYER-EMPLOYEE RELATIONS

ARTICLE 13 - GRIEVANCES

13.1 DEFINITION OF A GRIEVANCE

A "grievance" is a formal, written allegation by an employee or CMCEA (referred to as "grievant"), that that there has been a violation, misinterpretation or misapplication of this Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations or other City policies. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure, although other methods of review may be joined with the grievance procedure where the factual basis for the review and the grievance are similar. The grievance procedure is the sole and exclusive method to resolve any grievance as defined herein.

If the employee's grievance alleges that the City's violation, misinterpretation or misapplication of this Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations or other City policies was caused by discrimination, the grievance shall be placed in abeyance. The City will promptly conduct an investigation of the allegation of discrimination per its harassment, discrimination and retaliation policy. If there is a finding of discrimination, the City will work with the employee and/or their representative to address a remedy. If the investigation concludes that there was no discrimination, the grievant may still continue with the grievance procedure.

13.2 GRIEVANCE PROCEDURE

- A. Informal Resolution: Every effort shall be made to resolve a grievance through discussion

between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any discrimination against employees who may seek to resolve a grievance by invoking this procedure. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant (either an employee or the Association) knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal meeting with the grievant's immediate supervisor.

- B. The immediate supervisor shall render their decision in writing within fifteen (15) calendar days of the informal conference. If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted a meeting with the division manager, if one exists, in order to discuss the grievance.
- C. The division head shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the division head and employee cannot reach a solution to the grievance, the employee may, within ten (10) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted a meeting with the department director within seven (7) calendar days of the grievant's request to discuss the grievance to try and reach a resolution which is satisfactory to the grievant. The department director shall meet with the employee within seven (7) calendar days unless the date is mutually extended between the director and the grievant. If the grievant and director cannot satisfactorily resolve the grievance, the director will issue a written decision regarding the grievance within fifteen (15) calendar days after meeting with the grievant.
- D. The grievant may, within fifteen (15) calendar days from the date of the decision by the department director, submit a written appeal to the City Manager or designee or request grievance mediation.
- E. As an alternative to proceeding directly to the final step of the grievance procedure, the parties may mutually agree to submit a grievance to mediation. A request for mediation may be presented in writing to the Assistant City Manager or designee within fifteen (15) calendar days from the date a decision was rendered by the Department director. A request for mediation will automatically suspend the normal processing of grievance until the mediation process is completed, or the request is denied. The Assistant City Manager shall endeavor to schedule the mediation meeting within thirty (30) calendar days. The mediation process shall be optional. Within ten (10) calendar days after completion of the mediation process, assuming the mediation does not resolve the grievance, the employee may request to proceed to the final step of the grievance process.
- F. Should grievance mediation not produce satisfactory resolution, the grievant may request the matter be heard by City Manager or designee, or an impartial hearing officer (arbitrator). The recommendation of an arbitrator shall be advisory to the City Manager or designee. Should the matter be submitted directly to the City Manager or designee they shall schedule a meeting or respond in writing. Each party shall pay the cost of the arbitration. A court reporter shall be retained only by mutual consent of the parties. If the grievant chooses to have the matter heard by a hearing officer (arbitrator), the grievant and City representative can agree on an arbitrator. If the parties cannot reach agreement on an arbitrator, the Human Resources Manager or designee will send a letter to the State Mediation and Conciliation Service at PERB requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

- G. If any of the time limits associated with any of the steps wherein an employee may appeal the determination of a prior step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the supervisor or manager responding on behalf of the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step.
- H. An employee who is a grievant may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present. Any representative of the employee must be acceptable to the Association or said representative shall not assist the employee with the grievance.
- I. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or department director in presenting the appeal. However, no employee shall absent himself or herself from scheduled work without first being excused by their supervisor.
- J. No employee shall be required to be represented by CMCEA in processing a grievance.
- K. Employees shall be assured freedom from reprisal for using the grievance procedures, or for being a witness in a grievance, by both the City and the employee organization.
- L. The settlement terms of a grievance whether filed by CMCEA or an employee shall not conflict with the express provisions of this MOU.
- M. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

ARTICLE 14 - DISCIPLINE

14.1 BASIS FOR DISCIPLINE

The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds, but is not limited to only these grounds:

- A. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.
- B. Incompetence such as failure to comply with the minimum standards for an employee's position for a reasonable period of time.
- C. Neglect of duty, such as failure to perform the duties required of an employee's position.

- D. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.
- E. Dishonesty involving employment.
- F. Using or being under the influence of alcohol or intoxicating drugs while on duty without a prescription. Bringing alcohol or controlled substances onto any City work premises, or onto any location where City business or services are performed by City employees.
- G. Addiction to or habitual use of alcoholic beverages, narcotics or any habit-forming drug.
- H. Inexcusable absence without leave.
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- J. Discourteous treatment of the public.
- K. Improper or unauthorized use of City property.
- L. Violation of the rules and regulations of any department.
- M. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the City, the employee's department or division.
- N. Failure to maintain proper conduct during working hours causing discredit to the employee's department or division. Such as:
 - 1. Fighting or causing an assault on a fellow worker, citizen or any other person while employed by the City.
 - 2. Abusing City records or information obtained while in the employ of the City.
 - 3. Falsification of City records.
 - 4. Threats of bodily harm perpetrated at work, or toward fellow workers.
 - 5. Failure to observe work schedules, including lunch periods and breaks.
 - 6. Consistent failure to perform work assignments in an acceptable manner or at an acceptable level of output.
 - 7. Destruction of City property.
 - 8. Engaging in any sort of harassment (sexual, racial, ethnic, religious, etc.)
 - 9. Intentionally treating other employees differently because of their race, sex, age, religion, national origin, marital status, physical or mental disability, sexual preference or other protected category.
- O. Abuse of sick leave.

- P. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.
- Q. The employee's failure to resolve a physical or mental infirmity(s) or defect(s) when it is within the capacity of the employee to do so and when directed by their supervisor.
- R. Outside employment which conflicts with the employee's position and is not specifically authorized by the department director.
- S. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.
- T. Falsification of any City report or record, or of any report or record required to be, or filed by the employee.
- U. Violation of any of the provisions of the City Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, City Manager, department manager or supervisor.
- V. Political activities precluded by Local, State or Federal law.
- W. Other acts which are incompatible with service to the public.

14.2 TYPES OF DISCIPLINE

Types of discipline include the following: warning/reprimand, suspension, demotion or reduction in pay and dismissal. Voluntary demotions as well as performance evaluations are not considered disciplinary actions. The appeal or the review of a performance evaluation is limited to the supervisor's supervisor, whomever that may be. The following procedures shall be followed when, in the judgment of the department director, an employee has committed an act or omission that justified the disciplinary action indicated. Except for written warnings/reprimands, the department director or their designee shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking action.

When life, or employee safety, is endangered, or the self-control of an employee is questionable, a supervisor shall take immediate action to reduce or eliminate the danger or to establish control. In case of an emergency, an employee shall have all of the rights set forth herein, except, in the discretion of the Department Directors, Assistant City Manager, City Manager or designee, an employee may be placed on administrative leave with pay pending pre-disciplinary procedures.

- A. Warning/Reprimand: If the warning/reprimand is in writing it should be signed by the employee acknowledging receipt. The department shall give the employee a copy and forward a copy to the Assistant City Manager for review and retention in the employee's personal history file. A written warning/reprimand shall contain a description of the events which necessitated the action, specific expectations of change by the employee, and notice of further action in the event a change by the employee does not occur. An employee shall have the right to attach a written rebuttal and/or file an appeal.
- B. Suspension: A department director or their designee may suspend an employee with or without pay from their position. Any placement of an employee on administrative leave pending pre-disciplinary response shall be with pay. The Department Director shall advise

the Assistant City Manager in writing of such intended action and shall give a copy of such statement to the employee. The written statement shall contain a description of the events which necessitated the suspension, a statement of the charges, notification that the employee may review and be provided with the materials leading to the suspension, the right of the employee to meet with the Department Director and/or to respond in writing within a reasonable time frame to the charges, and notice of further action in the event a change by the employee does not occur. Unless extended by approval of the City Manager or designee on written recommendation of the department director, the maximum period of suspension shall be thirty (30) calendar days. These procedures are available prior to the implementation of discipline.

Disciplinary actions involving suspensions of four (4) workdays or less, as well as oral and written reprimands are not exempt from the notification requirements. However, in such disciplinary actions the employee does not have the right to respond to the Department Director prior to the effective date of the proposed action.

- C. Demotion or Reduction in Pay: A department director shall advise the Assistant City Manager in writing of their intention to demote or reduce the salary of an employee prior to taking such action. In demoting an employee or reducing their salary, the department director shall make a written notice and shall give a copy of said notice for demotion or reduction in pay to the employee and forward a copy to the Assistant City Manager for review and retention in the employee's personal history file. The written statement shall contain a description of the events which necessitated the demotion, a statement of the charges, notification that the employee may review and be provided with the materials leading to the demotion, the right of the employee to meet with the Department Director and/or respond in writing within a reasonable time frame to the charges, and notice of further action in the event a change by the employee does not occur.
- D. Dismissal: A department director shall advise the Assistant City Manager in writing of their intention to dismiss an employee prior to taking such action. In dismissing an employee, the department director shall make a written notice and shall give a copy of said notice of dismissal to the employee and forward a copy to the Assistant City Manager for review and retention in the employee's personal history file. The written statement shall contain a description of the events which necessitated the dismissal, a statement of the charges, notification that the employee may review and be provided with the materials leading to the dismissal, and the right of the employee to meet with the Department Director and/or respond in writing within a reasonable time frame to the charges. These procedures are pre-disciplinary in nature.

14.3 NOTICES

Written notices will be given to the employee in person whenever possible and the employee's signature obtained to indicate receipt. In the absence of personal service, the notice may be sent by certified mail.

14.4 EMPLOYEE'S RESPONSE

An employee's opportunity to respond to the Department Director is not intended to be adversarial in nature. An employee has the right to have a representative of their own choosing at the meeting. The employee need not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Director's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the department director's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

The Department Director will evaluate the proposed discipline in light of the employee's response, if any. Within five (5) working days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by certified mail.

14.5 APPEAL PROCEDURE

Major Discipline - Any permanent employee in the classified service shall have the right to appeal any termination, suspension of forty (40) hours or more, denial of a merit increase, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to verbal reprimands and performance evaluations.

An employee desiring to appeal the Department Director's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Assistant City Manager and received in the Human Resources Division so that same is date stamped by the Human Resources Division within the 10-day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Director shall be considered conclusive and shall take effect as prescribed. If, within the 10-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Division, an arbitration appeal hearing shall be established as follows (the discipline shall nonetheless be implemented concurrent with the Department Director's determination, subject to later modification as may result from the appeal process):

- A. The employee shall file a written request with the Human Resources Division for advisory arbitration to the City Manager or designee. The City and employee will be responsible for all arbitration-related expenses, excluding attorney fees and staff time.
- B. If the employee chooses to have the matter heard by a hearing officer (arbitrator), the employee's representative and City representative can agree on an arbitrator. If the parties cannot reach agreement on an arbitrator, the Human Resources Manager or designee will send a letter to the State Mediation and Conciliation Service at PERB requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
- C. The selected arbitrator shall serve as the hearing officer.
- D. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 60 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- E. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- F. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

- G. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.
- H. Each party shall have these rights: To be represented by legal counsel or other person of their choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called there to testify; and to rebut the evidence against them. The employee may be called by the party bearing the burden of proof and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- I. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
1. The party imposing discipline shall be permitted to make an opening statement;
 2. The appealing party shall then be permitted to make an opening statement;
 3. The party imposing disciplinary action shall produce the evidence on their part; the City bears the burden of proof and burden of producing evidence;
 4. The party appealing from such disciplinary action may then open their defense and offer their evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- J. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties and Personnel Division representatives, shall be excluded from the hearing unless the hearing officer, in their discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper decision. The hearing officer shall render their judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. Their decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

- K. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. They may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.
- L. The hearing officer's opinion and recommendation shall be filed with the City Manager or *designee*, and the Assistant City Manager and shall set forth their findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- M. The decision of the City Manager or Assistant City Manager shall be final and conclusive. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager or designee.
- N. Each party will be responsible for all arbitration-related expenses, excluding attorney fees and staff time. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.
- O. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager or designee, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision by the City Manager or designee, whichever is applicable.
- P. The employee may be placed on administrative leave until resolution/conclusion of the appeals process.
- Q. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section, including the appeal the City Manager's or designee's final decision into the California Court System, which must be made in accordance to the time standards and procedures established by Section 1094.6 and 1094.5 of the Code of Civil Procedure.

Minor Discipline - Any permanent employee in the classified service shall have the right to appeal any written reprimand and/or suspension of four (4) days or less. The appeal process shall not be applicable to those positions which may be deemed exempt from the classified service or to probationary employees.

If the problem cannot be resolved between the employee and the supervisor, the employee may, within ten (10) calendar days from the date of receiving the answer from their supervisor, request and be granted an interview with the department director or their designee, in order to discuss the appeal.

The department director or designee shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the department director and employee are unable to arrive at a satisfactory solution, the employee may, within fifteen (15) calendar days from the date of the decision by the department director, submit a written appeal to the City Manager or designee. The City Manager or designee will respond, or their designee will respond or schedule a meeting within fifteen (15) calendar days. The City Manager or designee shall render their judgment as soon after

the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. Their decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

ARTICLE 15 – LAYOFF PROCEDURES

15.1 PURPOSE

Employees covered by this MOU may be laid off due to material changes in the essential duties of their job or due to material changes in the organization. Likewise, the shortage of work or funds available to the City may also cause layoffs. In addition, in the event that the grant funding is no longer available, the grant funded position may be eliminated. If a layoff is deemed necessary, the Department Directors or Assistant City Manager shall notify the City Manager or designee of the layoff with reasons thirty (30) calendar days before the effective date of layoff. Said employee shall be considered for re-employment as provided by the Personnel Rules.

15.2 PROCEDURE

When a position within a class is eliminated thereby necessitating a layoff, the following procedure shall be followed:

- A. Reductions in the workforce shall be made by class within a department except that, where appropriate, the City Manager or designee may authorize a layoff by division or smaller unit within a department. In the event of a comprehensive reduction in the workforce, the City Manager or designee may decide to lay off by class City-wide regardless of department.
- B. In accordance with Rule 14, Section 9 of the Personnel Rules and Regulations, thirty (30) calendar days before the effective date of layoff, the Department Directors or Assistant City Manager shall notify the City Manager or designee of the intended action with reasons therefore. In the event a decision is made by the City to contract out for a specific service performed by City employees, the City will give the affected employees a minimum of six (6) months advance notification in which to evaluate their own situation and assist in planning for the future. The City shall meet and consult with CMCEA on such matters as the timing of the layoff and the number and identity of the employees affected by the layoff.
- C. A reassignment or voluntary demotion within the employee's division or department to an equivalent or lower job class may be made to prevent a layoff, provided the employee is qualified by education and/or experience, is capable of performing the duties of the classification and has satisfactory performance evaluations for the preceding two (2) years. An employee so reassigned or demoted shall be placed on the salary step within the new classification range closest to the rate of pay which the employee previously received. Whenever an employee is reassigned or demoted to a vacant position in the same class, an equivalent class, or lower class as herein provided, they shall retain the same anniversary date for purposes of merit pay increases. An employee so reassigned or demoted shall be reinstated to their former job class and salary step status when positions in the former job class within the affected division or department become vacant, provided that the employee has performed satisfactorily in the current position and requests reinstatement to the former position. Such reinstatement shall be on the basis of City-wide seniority.
- D. In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. Strict application of seniority shall prevail unless exceptional

circumstances occur of which the concerned employee organization shall be fully apprised in advance. The order of layoff shall be:

1. Part-time and temporary employees in the affected classification shall be separated first.
 2. Probationary employees in the affected classification shall be separated next.
 3. Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.
 4. Exceptional circumstances, as used above, includes the City's maintenance of a qualified workforce of competent employees based upon the persons employed having satisfactory performance evaluations for the preceding two (2) years.
 5. Exceptional circumstances also include the recognition of the need to retain employees possessing special technical skill, training or knowledge within an affected classification as dictated by the work or services being performed. This exception can only be applied to those classifications within the occupational series utilizing said skills, knowledge or training. The determination to grant such an exception can be made only with the approval of the City Manager or designee. The City will share the findings of any proposed exception with CMCEA prior to making any recommendation to the City Manager or designee.
 6. Employees who have not successfully completed promotional probation by the layoff notification date shall revert back to the last class in which the employee held permanent status for purposes of determining order of layoff.
 7. When two (2) or more employees have *equal* seniority, the department shall determine the layoff order for these employees based upon merit and ability as determined by their performance evaluations for the preceding two (2) years and possession of specific technical skills utilized in the job.
- E. An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is in a position in which the employee formerly held permanent status or one in which the employee is qualified by education and/or experience, and is capable of performing. The employee must exercise their displacement rights in writing within five (5) working days from receipt of layoff notification.
- F. When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.
- G. An employee laid off from City employment shall be eligible for the same sick leave payoff as defined in the Sick Leave Incentive Program for retirees.
- H. The name of an employee who has been laid off due to the reduction in the workforce shall be placed on the reemployment list for their job class. The reemployment list shall be used by all appointing authorities within the affected division or department whenever a vacancy for that class is to be filled. Names will remain on the appropriate reemployment list for a period of three (3) years from the date of separation. Persons on the reemployment list shall

be reemployed within the division or department from which they were laid off at their former salary step status when positions in their former job class become vacant. Reemployment shall be on the basis of previous City seniority. After separation from City employment for more than one (1) year, a person rehired may be required to successfully pass a physical and competency examination.

- I. Whenever an employee is reemployed to a vacant position in their former job class, they shall be given a new anniversary date for purposes of merit pay increases and performance reviews in accordance with the provisions of the City's Personnel Rules and Regulations.
- J. An employee rehired from the reemployment list shall be considered to have continuous service for seniority purposes and may be credited with the amount of accumulated vacation and sick leave they had accrued at the time of layoff if they remit to the City of Costa Mesa the payments received by the employee under the City's separation provisions and the Sick Leave Incentive Program.
- K. Failure to return to work from layoff within twenty-one (21) calendar days after notice to return has been served upon the former employee by certified or registered mail at their last known address on file with the City's Human Resources Division shall constitute the employee's waiver of any right to return to work and eliminates any future reemployment requirements placed on the City.
- L. All other benefits or programs in effect at the time of layoff shall be forfeited upon reemployment unless they are still applied to the old classification at the time of rehire or provided to new hires as of that date.

Employees subject to layoff may file a grievance under Rule 25 of the Personnel Rules and Regulations only if there has been an improper interpretation or misapplication of this procedure.

ARTICLE 16 – UNIFORM APPLICATION OF RULES

16.1 To attempt to maximize the uniform application of policies and rules, the City has an interest in providing training and information to assist employees in understanding their rights. Through the committed efforts of both the City's Human Resources Division and CMCEA, attempts will be made to resolve any related problems utilizing processes such as supervisory training, explanation of the harassment policy and informal grievance procedures.

ARTICLE 17 – COST OF SERVICES

17.1 POLICY

It is in the interest of the City of Costa Mesa and CMCEA to establish a consistent policy regarding the City's approach to evaluating the cost of providing municipal services on a regular basis in which CMCEA has an interest. It is recognized that as prudent professionals, the ongoing evaluation of costs should be a collective process of sharing information on a participative basis to develop sound decisions and appropriate practices. The City is interested in involving the employee associations to the greatest degree in this regard; and, as such, agrees to make them part of discussions regarding the contracting out of bargaining unit work.

17.2 CONTRACTING OUT

It is further agreed that should a decision be made to contract out for a specific service which is at the time being performed by employees covered by this MOU, the employees affected will be given sufficient notice (a minimum of six months) in which to evaluate their own situation and plan for their future. To this end, the City will make every effort to transfer and utilize regular attrition in making the necessary adjustments.

The City will assist employees in this endeavor through training and through preferential treatment (under meritorious consideration) when filling vacancies.

ARTICLE 18 – TEMPORARY EMPLOYMENT IN CMCEA-REPRESENTED POSITIONS

18.1 The City agrees to adhere to the hours limitation as outlined in Administrative Regulation 2.7 to ensure that temporary employees are not hired into vacated CMCEA-represented positions for long durations.

ARTICLE 19 – LABOR MANAGEMENT DISCUSSIONS

19.1 In the absence of contract re-openers, the City and CMCEA agree to meet not more than twice in a calendar year to discuss issues of mutual interest which may be subject to the meet-and-confer process. This MOU can be only amended by the written agreement of both sides.

ARTICLE 20 - SUPERVISORY JOB CLASSIFICATIONS

20.1 The employees in the classifications identified on Appendix A have been determined by the City Manager or designee to be supervisory employees. A “supervisory” employee is one who has recommendation authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, evaluate or discipline other employees, and/or responsibility to direct employees.

ARTICLE 21 - PERSONNEL RULES AND REGULATIONS

21.1 All applicable City Personnel Rules and Regulations (which have not been included herein) should be reviewed by employees as they may apply to them. If there is any conflict between this MOU and the Personnel Rules, the MOU provision shall apply.

ARTICLE 22 – BENEFIT REVIEW COMMITTEE

22.1 The Association shall maintain two representatives on the City’s Benefit Review Committee. The Committee continually evaluates the City’s benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans. Participation on the Benefit Review Committee meets the City’s obligation to negotiate with the associations on changes to the City’s group benefit plans unless an association determines that such changes are detrimental to the interest of its members.

REPRESENTATIVES OF THE
COSTA MESA CITY EMPLOYEES
ASSOCIATION (CMCEA)

ROBERT GONZALEZ
CMCEA President and
Negotiations Team Member

KELLY DALTON
CMCEA Negotiations Team Member

CARLOS HENRIQUEZ
CMCEA Negotiations Team Member

NIKKI JOHNSON
CMCEA Negotiations Team Member

MONIQUE PHAM
CMCEA Negotiations Team Member

ARASH RAHIMIAN
CMCEA Negotiations Team Member

REPRESENTATIVES OF THE
CITY OF COSTA MESA

CECILIA GALLARDO-DALY
City Manager

ALMA L. REYES
Assistant City Manager

CAROL L. MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

FANNI ACOSTA
Human Resources Administrator

APPENDIX A

CMCEA Classifications

Accountant	Economic Development Administrator	Plan Checker
Accounting Specialist I	Electrical Inspector*	Police Records Administrator+
Accounting Specialist II	Electronics Technician	Police Records Bureau Supervisor+
Active Transportation Coordinator	Emergency Medical Services Coordinator	Police Records Shift Supervisor+^
Administrative Assistant	Emergency Services Administrator	Police Records Technician+^
Animal Control Officer	Emergency Services Training Specialist	Police Training Administrator
Animal Control Supervisor	Engineering Technician I*	Police Training Assistant
Animal Services Coordinator	Engineering Technician II*	Principal Planner
Arts Specialist	Engineering Technician III*	Programmer Analyst I
Assistant City Engineer	Equipment Mechanic I*	Programmer Analyst II
Assistant Engineer*	Equipment Mechanic II*	Property/Evidence Specialist
Assistant Fire Marshal	Equipment Mechanic III*	Property/Evidence Supervisor+
Assistant Planner	Executive Assistant	Public Right of Way Coordinator*
Assistant Storekeeper	Facilities Maintenance Technician*	Public Safety Dispatch Supervisor+^
Associate Engineer*	Fairview Park Administrator*	Public Safety Dispatcher+^
Associate Planner	Finance Officer	Range Master
Building Inspector I*	Financial Analyst	Recreation Coordinator
Building Inspector II*	Fire Protection Analyst	Recreation Specialist
Building Technician I	Fire Protection Specialist	Recreation Supervisor
Building Technician II	Grant Administrator	Senior Accountant
Business License Inspector	Graphics Designer	Senior Civilian Investigator+
Buyer	Lead Community Services Specialist+	Senior Code Enforcement Officer
Central Services Supervisor	Lead Equipment Mechanic*	Senior Combination Inspector*
Chief Construction Inspector*	Lead Facilities Maintenance Technician*	Senior Communications Supervisor+
Chief Plans Examiner*	Lead Maintenance Worker**+	Senior Community Services Specialist+
Chief of Code Enforcement	Maintenance Assistant*	Senior Electrical Inspector*
Chief of Inspection*	Maintenance Superintendent*+	Senior Engineer*
Civilian Investigator+	Maintenance Supervisor*+	Senior Lead Maintenance Worker*
Code Enforcement Officer I	Maintenance Worker*+	Senior Maintenance Technician*
Code Enforcement Officer II	Management Aide	Senior Maintenance Worker*+
Communications Installer+	Management Analyst	Senior Management Analyst
Community Outreach Supervisor	Messenger	Senior Planner
Community Outreach Worker	Multimedia Specialist	Senior Police Records Technician+^
Community Services Specialist+	Network Systems Administrator	Senior Programmer Analyst
Construction Inspector*	Office Coordinator	Senior Property/Evidence Specialist+
Contract Administrator*	Office Specialist	Senior Public Safety Dispatcher+^
Court Liaison Officer+	Office Specialist I	Senior Recreation Supervisor
Crime Analyst	Office Specialist II	Storekeeper*
Crime Prevention Specialist	Offset Press Operator I	Tax Auditing Specialist
Crime Scene Investigation Supervisor	Offset Press Operator II	Treasury Specialist
Crime Scene Investigator^	Park Ranger+^	Video Production Coordinator
Custody Officer+^	Permit Processing Specialist	Website Coordinator
Custody Supervisor^	Personal Computer/Network Assistant	Zoning Administrator
Cyber Security Analyst	Plan Check Engineer*	

Classifications in **bold** denote supervisory classifications

*Classifications eligible for safety shoe allowance

+Classifications eligible for uniform reporting for PERS Classic Members

^Classifications that work without regards to holiday

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING RESOLUTION NO. 2025-22, 2025-23, 2025-24 TO ESTABLISH NEW CLASSIFICATIONS AND RENAME AND REVISE THE PAY RANGES FOR VARIOUS CLASSIFICATIONS OF EMPLOYEES REPRESENTED BY THE COSTA MESA CITY EMPLOYEES ASSOCIATION.

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

WHEREAS, on June 17, 2025, the City Council adopted Resolutions No. 2025-22, 2025-23, 2025-24 revising the pay ranges for job classifications represented by the Costa Mesa City Employees Association; and

WHEREAS, the City Council further desires to rename the existing “Civilian Investigator” as the “Senior Civilian Investigator” classification; and

WHEREAS, the City Council further desires to establish the new job classifications of Civilian Investigator, Fairview Park Senior Maintenance Technician, Lead Community Services Specialist, Senior Community Services Specialist and Senior Property & Evidence Specialist and to establish the pay ranges for the new classifications; and

WHEREAS, the City Council further desires to revise the pay range for the Community Outreach Worker classification; and

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

SECTION 1. The existing “Civilian Investigator” classification is hereby renamed as the “Senior Civilian Investigator” classification.

SECTION 2. The following pay ranges and monthly rates of pay for the identified job classifications are hereby revised and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2024. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Salary Plan	Grade	Step							
				1	2	3	4	5	6	7	
0472	Civilian Investigator	CMC	736	\$5,691	\$5,976	\$6,275	\$6,589	\$6,918	\$7,264	\$7,627	Monthly
				\$68,292	\$71,712	\$75,300	\$79,068	\$83,016	\$87,168	\$91,524	Annual
				\$32.83	\$34.48	\$36.20	\$38.01	\$39.91	\$41.91	\$44.00	Hourly
0418	Fairview Park Senior Maintenance Technician	CMC	737	\$5,520	\$5,796	\$6,086	\$6,390	\$6,710	\$7,045	\$7,397	Monthly
				\$66,240	\$69,552	\$73,032	\$76,680	\$80,520	\$84,540	\$88,764	Annual
				\$31.85	\$33.44	\$35.11	\$36.87	\$38.71	\$40.64	\$42.68	Hourly

Class Code	Class Title	Salary Plan	Grade	Step							
				1	2	3	4	5	6	7	
0711	Lead Community Services Specialist	CMC	738	\$6,045 \$72,540 \$34.88	\$6,347 \$76,164 \$36.62	\$6,664 \$79,968 \$38.45	\$6,997 \$83,964 \$40.37	\$7,347 \$88,164 \$42.39	\$7,714 \$92,568 \$44.50	\$8,100 \$97,200 \$46.73	Monthly Annual Hourly
0712	Senior Community Services Specialist	CMC	739	\$5,691 \$68,292 \$32.83	\$5,976 \$71,712 \$34.48	\$6,275 \$75,300 \$36.20	\$6,589 \$79,068 \$38.01	\$6,918 \$83,016 \$39.91	\$7,264 \$87,168 \$41.91	\$7,627 \$91,524 \$44.00	Monthly Annual Hourly
0472	Senior Property and Evidence Specialist	CMC	740	\$5,911 \$70,932 \$34.10	\$6,207 \$74,484 \$35.81	\$6,517 \$78,204 \$37.60	\$6,843 \$82,116 \$39.48	\$7,185 \$86,220 \$41.45	\$7,544 \$90,528 \$43.52	\$7,921 \$95,052 \$45.70	Monthly Annual Hourly

SECTION 3. The following pay ranges and monthly rates of pay for the identified job classifications are hereby revised and placed under the Basic Salary Administration Plan effective the pay period that includes July 1, 2025. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Salary Plan	Grade	Step							
				1	2	3	4	5	6	7	
0472	Civilian Investigator	CMC	736	\$5,806 \$69,672 \$33.50	\$6,096 \$73,152 \$35.17	\$6,401 \$76,812 \$36.93	\$6,721 \$80,652 \$38.78	\$7,057 \$84,684 \$40.71	\$7,410 \$88,920 \$42.75	\$7,780 \$93,360 \$44.88	Monthly Annual Hourly
0611	Community Outreach Supervisor	CMC	900	\$8,800 \$105,600 \$50.77	\$9,240 \$110,880 \$53.31	\$9,702 \$116,424 \$55.97	\$10,187 \$122,244 \$58.77	\$10,696 \$128,352 \$61.71	\$11,231 \$134,772 \$64.79	\$11,793 \$141,516 \$68.04	Monthly Annual Hourly
0418	Fairview Park Senior Maintenance Technician	CMC	737	\$5,630 \$67,560 \$32.48	\$5,912 \$70,944 \$34.11	\$6,208 \$74,496 \$35.82	\$6,518 \$78,216 \$37.60	\$6,844 \$82,128 \$39.48	\$7,186 \$86,232 \$41.46	\$7,545 \$90,540 \$43.53	Monthly Annual Hourly
0711	Lead Community Services Specialist	CMC	738	\$6,165 \$73,980 \$35.57	\$6,473 \$77,676 \$37.34	\$6,797 \$81,564 \$39.21	\$7,137 \$85,644 \$41.18	\$7,494 \$89,928 \$43.23	\$7,869 \$94,428 \$45.40	\$8,262 \$99,144 \$47.67	Monthly Annual Hourly
0712	Senior Community Services Specialist	CMC	739	\$5,806 \$69,672 \$33.50	\$6,096 \$73,152 \$35.17	\$6,401 \$76,812 \$36.93	\$6,721 \$80,652 \$38.78	\$7,057 \$84,684 \$40.71	\$7,410 \$88,920 \$42.75	\$7,780 \$93,360 \$44.88	Monthly Annual Hourly
0472	Senior Property and Evidence Specialist	CMC	740	\$6,029 \$72,348 \$34.78	\$6,330 \$75,960 \$36.52	\$6,647 \$79,764 \$38.35	\$6,979 \$83,748 \$40.26	\$7,328 \$87,936 \$42.28	\$7,694 \$92,328 \$44.39	\$8,079 \$96,948 \$46.61	Monthly Annual Hourly

SECTION 4. The following pay ranges and monthly rates of pay for the identified job classifications are hereby revised and placed under the Basic Salary Administration Plan effective the pay period that includes January 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class	Class Title	Salary	Grade	Step							
Code		Plan		1	2	3	4	5	6	7	
0472	Civilian Investigator	CMC	736	\$5,922	\$6,218	\$6,529	\$6,855	\$7,198	\$7,558	\$7,936	Monthly
				\$71,064	\$74,616	\$78,348	\$82,260	\$86,376	\$90,696	\$95,232	Annual
				\$34.17	\$35.87	\$37.67	\$39.55	\$41.53	\$43.60	\$45.78	Hourly
0611	Community Outreach Supervisor	CMC	900	\$8,975	\$9,424	\$9,895	\$10,390	\$10,910	\$11,456	\$12,029	Monthly
				\$107,700	\$113,088	\$118,740	\$124,680	\$130,920	\$137,472	\$144,348	Annual
				\$51.78	\$54.37	\$57.09	\$59.94	\$62.94	\$66.09	\$69.40	Hourly
0418	Fairview Park Senior Maintenance Technician	CMC	737	\$5,743	\$6,030	\$6,332	\$6,649	\$6,981	\$7,330	\$7,696	Monthly
				\$68,916	\$72,360	\$75,984	\$79,788	\$83,772	\$87,960	\$92,352	Annual
				\$33.13	\$34.79	\$36.53	\$38.36	\$40.28	\$42.29	\$44.40	Hourly
0711	Lead Community Services Specialist	CMC	738	\$5,922	\$6,218	\$6,529	\$6,855	\$7,198	\$7,558	\$7,936	Monthly
				\$71,064	\$74,616	\$78,348	\$82,260	\$86,376	\$90,696	\$95,232	Annual
				\$34.17	\$35.87	\$37.67	\$39.55	\$41.53	\$43.60	\$45.78	Hourly
0712	Senior Community Services Specialist	CMC	739	\$5,922	\$6,218	\$6,529	\$6,855	\$7,198	\$7,558	\$7,936	Monthly
				\$71,064	\$74,616	\$78,348	\$82,260	\$86,376	\$90,696	\$95,232	Annual
				\$34.17	\$35.87	\$37.67	\$39.55	\$41.53	\$43.60	\$45.78	Hourly
0472	Senior Property and Evidence Specialist	CMC	740	\$6,150	\$6,457	\$6,780	\$7,119	\$7,475	\$7,849	\$8,241	Monthly
				\$73,800	\$77,484	\$81,360	\$85,428	\$89,700	\$94,188	\$98,892	Annual
				\$35.48	\$37.25	\$39.12	\$41.07	\$43.13	\$45.28	\$47.54	Hourly

SECTION 5. The following pay ranges and monthly rates of pay for the identified job classifications are hereby revised and placed under the Basic Salary Administration Plan effective the pay period that includes April 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class	Class Title	Salary	Grade	Step							
Code		Plan		1	2	3	4	5	6	7	
0472	Civilian Investigator	CMC	736	\$6,041	\$6,343	\$6,660	\$6,993	\$7,343	\$7,710	\$8,095	Monthly
				\$72,492	\$76,116	\$79,920	\$83,916	\$88,116	\$92,520	\$97,140	Annual
				\$34.85	\$36.59	\$38.42	\$40.34	\$42.36	\$44.48	\$46.70	Hourly
0611	Community Outreach Supervisor	CMC	900	\$9,156	\$9,614	\$10,095	\$10,600	\$11,130	\$11,686	\$12,270	Monthly
				\$109,872	\$115,368	\$121,140	\$127,200	\$133,560	\$140,232	\$147,240	Annual
				\$52.82	\$55.47	\$58.24	\$61.15	\$64.21	\$67.42	\$70.79	Hourly

Class Code	Class Title	Salary Plan	Grade	1	2	3	Step 4	5	6	7	
0418	Fairview Park Senior Maintenance Technician	CMC	737	\$5,857 \$70,284 \$33.79	\$6,150 \$73,800 \$35.48	\$6,458 \$77,496 \$37.26	\$6,781 \$81,372 \$39.12	\$7,120 \$85,440 \$41.08	\$7,476 \$89,712 \$43.13	\$7,850 \$94,200 \$45.29	Monthly Annual Hourly
0711	Lead Community Services Specialist	CMC	738	\$6,041 \$72,492 \$34.85	\$6,343 \$76,116 \$36.59	\$6,660 \$79,920 \$38.42	\$6,993 \$83,916 \$40.34	\$7,343 \$88,116 \$42.36	\$7,710 \$92,520 \$44.48	\$8,095 \$97,140 \$46.70	Monthly Annual Hourly
0712	Senior Community Services Specialist	CMC	739	\$6,041 \$72,492 \$34.85	\$6,343 \$76,116 \$36.59	\$6,660 \$79,920 \$38.42	\$6,993 \$83,916 \$40.34	\$7,343 \$88,116 \$42.36	\$7,710 \$92,520 \$44.48	\$8,095 \$97,140 \$46.70	Monthly Annual Hourly
0472	Senior Property and Evidence Specialist	CMC	740	\$6,273 \$75,276 \$36.19	\$6,587 \$79,044 \$38.00	\$6,916 \$82,992 \$39.90	\$7,262 \$87,144 \$41.90	\$7,625 \$91,500 \$43.99	\$8,006 \$96,072 \$46.19	\$8,406 \$100,872 \$48.50	Monthly Annual Hourly

SECTION 6. Except as modified by this Resolution, Resolutions No. 2025-22, 2025-23, 2025-24 shall remain in full force and effect.

PASSED AND ADOPTED this 20th day of January 20, 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 is the original of Resolution No. 2026-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of January, 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 21st day of January, 2026.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES AND BENEFITS FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA DIVISION MANAGERS ASSOCIATION.

The City Council of the City of Costa Mesa does hereby resolve, determine and order as follows:

WHEREAS, the City Council previously adopted Resolution No. 2024-49 implementing changes agreed upon with the Costa Mesa Division Managers Association; and

WHEREAS, the City Council desires to repeal and replace Resolution No. 2024- 49 to revise the pay ranges, classification titles and benefits for the classifications specified herein; and

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

SECTION 1. The following job classifications are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2024. The rate of pay for individual classifications may be anywhere within the monthly minimum and maximum salary steps.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0157	Assistant Development Services Director	761	\$12,497	\$13,122	\$13,778	\$14,467	\$15,190	\$15,950	\$16,747	Monthly
			\$149,964	\$157,464	\$165,336	\$173,604	\$182,280	\$191,400	\$200,964	Annual
			\$72.10	\$75.70	\$79.49	\$83.46	\$87.63	\$92.02	\$96.62	Hourly
0142	Building Official	754	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly
0112	City Engineer	751	\$13,041	\$13,693	\$14,378	\$15,097	\$15,852	\$16,645	\$17,477	Monthly
			\$156,492	\$164,316	\$172,536	\$181,164	\$190,224	\$199,740	\$209,724	Annual
			\$75.24	\$79.00	\$82.95	\$87.10	\$91.45	\$96.03	\$100.83	Hourly
0161	Code Enforcement Manager	895	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0115	Deputy Director of Public Works	858	\$13,041	\$13,693	\$14,378	\$15,097	\$15,852	\$16,645	\$17,477	Monthly
			\$156,492	\$164,316	\$172,536	\$181,164	\$190,224	\$199,740	\$209,724	Annual
			\$75.24	\$79.00	\$82.95	\$87.10	\$91.45	\$96.03	\$100.83	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0236	Emergency Communications Manager	894	\$10,761	\$11,299	\$11,864	\$12,457	\$13,080	\$13,734	\$14,421	Monthly
			\$129,132	\$135,588	\$142,368	\$149,484	\$156,960	\$164,808	\$173,052	Annual
			\$62.08	\$65.19	\$68.45	\$71.87	\$75.46	\$79.23	\$83.20	Hourly
0239	Emergency Services Manager	855	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0111	Energy and Sustainability Services Manager	897	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0216	Fire Marshal	895	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly
0451	Maintenance Services Manager	733	\$11,971	\$12,570	\$13,198	\$13,858	\$14,551	\$15,279	\$16,043	Monthly
			\$143,652	\$150,840	\$158,376	\$166,296	\$174,612	\$183,348	\$192,516	Annual
			\$69.06	\$72.52	\$76.14	\$79.95	\$83.95	\$88.15	\$92.56	Hourly
0160	Neighborhood Improvement Manager	719	\$8,787	\$9,226	\$9,687	\$10,171	\$10,680	\$11,214	\$11,775	Monthly
			\$105,444	\$110,712	\$116,244	\$122,052	\$128,160	\$134,568	\$141,300	Annual
			\$50.69	\$53.23	\$55.89	\$58.68	\$61.62	\$64.70	\$67.93	Hourly
0159	Planning Manager	856	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly
0464	Police Records, Property & Evidence Manager	899	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0077	Public Affairs Manager	140	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0162	Real Property Manager	730	\$8,787	\$9,226	\$9,687	\$10,171	\$10,680	\$11,214	\$11,775	Monthly
			\$105,444	\$110,712	\$116,244	\$122,052	\$128,160	\$134,568	\$141,300	Annual
			\$50.69	\$53.23	\$55.89	\$58.68	\$61.62	\$64.70	\$67.93	Hourly
0305	Recreation Manager	893	\$9,550	\$10,028	\$10,529	\$11,055	\$11,608	\$12,188	\$12,797	Monthly
			\$114,600	\$120,336	\$126,348	\$132,660	\$139,296	\$146,256	\$153,564	Annual
			\$55.10	\$57.85	\$60.74	\$63.78	\$66.97	\$70.32	\$73.83	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0113	Transportation Services Manager	745	\$12,881	\$13,525	\$14,201	\$14,911	\$15,657	\$16,440	\$17,262	Monthly
			\$154,572	\$162,300	\$170,412	\$178,932	\$187,884	\$197,280	\$207,144	Annual
			\$74.31	\$78.03	\$81.93	\$86.03	\$90.33	\$94.85	\$99.59	Hourly

SECTION 2. The following job classifications are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2025. The rate of pay for individual classifications may be anywhere within the monthly minimum and maximum salary steps.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
157	Assistant Development Services Director	761	\$13,495	\$14,170	\$14,879	\$15,623	\$16,404	\$17,224	\$18,085	Monthly
			\$161,940	\$170,040	\$178,548	\$187,476	\$196,848	\$206,688	\$217,020	Annual
			\$77.86	\$81.75	\$85.84	\$90.13	\$94.64	\$99.37	\$104.34	Hourly
0142	Building Official	754	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly
0112	City Engineer	751	\$13,531	\$14,208	\$14,918	\$15,664	\$16,447	\$17,269	\$18,132	Monthly
			\$162,372	\$170,496	\$179,016	\$187,968	\$197,364	\$207,228	\$217,584	Annual
			\$78.06	\$81.97	\$86.07	\$90.37	\$94.89	\$99.63	\$104.61	Hourly
0161	Code Enforcement Manager	895	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0115	Deputy Director of Public Works	858	\$13,531	\$14,208	\$14,918	\$15,664	\$16,447	\$17,269	\$18,132	Monthly
			\$162,372	\$170,496	\$179,016	\$187,968	\$197,364	\$207,228	\$217,584	Annual
			\$78.06	\$81.97	\$86.07	\$90.37	\$94.89	\$99.63	\$104.61	Hourly
0236	Emergency Communications Manager	894	\$11,166	\$11,724	\$12,310	\$12,925	\$13,571	\$14,250	\$14,962	Monthly
			\$133,992	\$140,688	\$147,720	\$155,100	\$162,852	\$171,000	\$179,544	Annual
			\$64.42	\$67.64	\$71.02	\$74.57	\$78.29	\$82.21	\$86.32	Hourly
0239	Emergency Services Manager	855	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0111	Energy and Sustainability Services Manager	897	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0216	Fire Marshal	895	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly
0451	Maintenance Services Manager	733	\$12,420	\$13,041	\$13,693	\$14,378	\$15,097	\$15,852	\$16,645	Monthly
			\$149,040	\$156,492	\$164,316	\$172,536	\$181,164	\$190,224	\$199,740	Annual
			\$71.65	\$75.24	\$79.00	\$82.95	\$87.10	\$91.45	\$96.03	Hourly
0160	Neighborhood Improvement Manager	719	\$11,039	\$11,591	\$12,171	\$12,780	\$13,419	\$14,090	\$14,795	Monthly
			\$132,468	\$139,092	\$146,052	\$153,360	\$161,028	\$169,080	\$177,540	Annual
			\$63.69	\$66.87	\$70.22	\$73.73	\$77.42	\$81.29	\$85.36	Hourly
0159	Planning Manager	856	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly
0464	Police Records, Property & Evidence Manager	899	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0077	Public Affairs Manager	140	\$10,694	\$11,229	\$11,790	\$12,379	\$12,998	\$13,648	\$14,330	Monthly
			\$128,328	\$134,748	\$141,480	\$148,548	\$155,976	\$163,776	\$171,960	Annual
			\$61.70	\$64.78	\$68.02	\$71.42	\$74.99	\$78.74	\$82.67	Hourly
0162	Real Property Manager	730	\$9,115	\$9,571	\$10,050	\$10,553	\$11,081	\$11,635	\$12,217	Monthly
			\$109,380	\$114,852	\$120,600	\$126,636	\$132,972	\$139,620	\$146,604	Annual
			\$52.59	\$55.22	\$57.98	\$60.88	\$63.93	\$67.13	\$70.48	Hourly
0305	Recreation Manager	893	\$11,039	\$11,591	\$12,171	\$12,780	\$13,419	\$14,090	\$14,795	Monthly
			\$132,468	\$139,092	\$146,052	\$153,360	\$161,028	\$169,080	\$177,540	Annual
			\$63.69	\$66.87	\$70.22	\$73.73	\$77.42	\$81.29	\$85.36	Hourly
0113	Transportation Services Manager	745	\$13,363	\$14,031	\$14,733	\$15,470	\$16,244	\$17,056	\$17,909	Monthly
			\$160,356	\$168,372	\$176,796	\$185,640	\$194,928	\$204,672	\$214,908	Annual
			\$77.09	\$80.95	\$85.00	\$89.25	\$93.72	\$98.40	\$103.32	Hourly

SECTION 3. The following job classifications are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2026. The rate of pay for individual classifications may be anywhere within the monthly minimum and maximum salary steps.

Class Code	Class Title	Grade	1	2	3	Step 4	5	6	7	
157	Assistant Development Services Director	761	\$13,969	\$14,667	\$15,400	\$16,170	\$16,978	\$17,827	\$18,718	Monthly
			\$167,628	\$176,004	\$184,800	\$194,040	\$203,736	\$213,924	\$224,616	Annual
			\$80.59	\$84.62	\$88.85	\$93.29	\$97.95	\$102.85	\$107.99	Hourly
0142	Building Official	754	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
			\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
			\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly
0112	City Engineer	751	\$14,004	\$14,704	\$15,439	\$16,211	\$17,022	\$17,873	\$18,767	Monthly
			\$168,048	\$176,448	\$185,268	\$194,532	\$204,264	\$214,476	\$225,204	Annual
			\$80.79	\$84.83	\$89.07	\$93.53	\$98.20	\$103.11	\$108.27	Hourly
0161	Code Enforcement Manager	895	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0115	Deputy Director of Public Works	858	\$14,004	\$14,704	\$15,439	\$16,211	\$17,022	\$17,873	\$18,767	Monthly
			\$168,048	\$176,448	\$185,268	\$194,532	\$204,264	\$214,476	\$225,204	Annual
			\$80.79	\$84.83	\$89.07	\$93.53	\$98.20	\$103.11	\$108.27	Hourly
0236	Emergency Communications Manager	894	\$11,556	\$12,134	\$12,741	\$13,378	\$14,047	\$14,749	\$15,486	Monthly
			\$138,672	\$145,608	\$152,892	\$160,536	\$168,564	\$176,988	\$185,832	Annual
			\$66.67	\$70.00	\$73.51	\$77.18	\$81.04	\$85.09	\$89.34	Hourly
0239	Emergency Services Manager	855	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0111	Energy and Sustainability Services Manager	897	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0216	Fire Marshal	895	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
			\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
			\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly
0451	Maintenance Services Manager	733	\$12,856	\$13,499	\$14,174	\$14,883	\$15,627	\$16,408	\$17,228	Monthly
			\$154,272	\$161,988	\$170,088	\$178,596	\$187,524	\$196,896	\$206,736	Annual
			\$74.17	\$77.88	\$81.77	\$85.86	\$90.16	\$94.66	\$99.39	Hourly
0160	Neighborhood Improvement Manager	719	\$11,428	\$11,999	\$12,599	\$13,229	\$13,890	\$14,584	\$15,313	Monthly
			\$137,136	\$143,988	\$151,188	\$158,748	\$166,680	\$175,008	\$183,756	Annual
			\$65.93	\$69.23	\$72.69	\$76.32	\$80.13	\$84.14	\$88.34	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0159	Planning Manager	856	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
			\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
			\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly
0464	Police Records, Property & Evidence Manager	899	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0077	Public Affairs Manager	140	\$11,068	\$11,621	\$12,202	\$12,812	\$13,453	\$14,126	\$14,832	Monthly
			\$132,816	\$139,452	\$146,424	\$153,744	\$161,436	\$169,512	\$177,984	Annual
			\$63.85	\$67.04	\$70.40	\$73.92	\$77.61	\$81.50	\$85.57	Hourly
0162	Real Property Manager	730	\$9,437	\$9,909	\$10,404	\$10,924	\$11,470	\$12,043	\$12,645	Monthly
			\$113,244	\$118,908	\$124,848	\$131,088	\$137,640	\$144,516	\$151,740	Annual
			\$54.44	\$57.17	\$60.02	\$63.02	\$66.17	\$69.48	\$72.95	Hourly
0305	Recreation Manager	893	\$11,428	\$11,999	\$12,599	\$13,229	\$13,890	\$14,584	\$15,313	Monthly
			\$137,136	\$143,988	\$151,188	\$158,748	\$166,680	\$175,008	\$183,756	Annual
			\$65.93	\$69.23	\$72.69	\$76.32	\$80.13	\$84.14	\$88.34	Hourly
0113	Transportation Services Manager	745	\$13,831	\$14,523	\$15,249	\$16,011	\$16,812	\$17,653	\$18,536	Monthly
			\$165,972	\$174,276	\$182,988	\$192,132	\$201,744	\$211,836	\$222,432	Annual
			\$79.79	\$83.79	\$87.98	\$92.37	\$96.99	\$101.84	\$106.94	Hourly

SECTION 4. A market analysis study will be conducted in February 2025 for the following classifications: Emergency and Sustainability Manager, Neighborhood Improvement Manager, Public Affairs Manager and Recreation Manager. Compensation updates based on that market analysis study are reflected in Section 2 and Section 3 for Neighborhood Improvement Manager, Public Affairs Manager and Recreation Manager.

SECTION 5. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

5.1 CalPERS - MISCELLANEOUS MEMBERS

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code section 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code section 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2.5% @ 55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to section 20516(f) will be reduced from 1.531% to 0%.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2% @ 60 formula shall have their cost sharing per Government Code section 20516(f) reduced by 1% for a net contribution of two percent (2%).

B. New Members: Under PEPRA (see section 5.2 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

5.2 THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code section 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are "new members" on and after January 1, 2013, shall be enrolled in the PEPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code § 7522.20).

Members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (section 7522.32.), and their retirement benefits shall be

calculated based on “pensionable compensation” (section 7522.10) rather than “compensation earnable” (section 20636).

SECTION 6. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 7. Employees including employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary and paid on a bi-weekly basis pursuant to subsections A or B below. The compensation in this section is special compensation and shall be reported as bilingual premium pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:

1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of his/her work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.
2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life or death nature.
3. The applicant can be understood with some repetition by a sympathetic native speaker.
4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.
5. Accuracy is required in the present tense and gender distinctions.
6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.

2. Core vocabulary of 600-1200 words.
3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.
4. Ability to interview the victim of a crime or accident or other situation involving a native speaker and conduct simple interrogations and investigations which could be of a life or death nature.
5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

SECTION 8. The following are the eleven (11) designated observed holidays:

New Year's Day - January 1st
Martin Luther King, Jr - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Juneteenth Day - June 19th
Independence Day - 4th of July
Labor Day – 1st Monday in September
Veteran's Day - November 11th
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving - Day after the 4th Thursday in November
Christmas Day - December 25th

In the event any of the above holidays fall on Saturday, the preceding Friday (or Thursday if the preceding Friday is a closure day) will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed.

- A. In addition to the eleven (11) holidays above, employees receive sixteen (16) floating holiday hours. Employees may schedule with their supervisor any time during the year to use the floating holiday hours. At the end of the calendar year, any remaining holiday hours will be cashed out. Employees hired after January 1st of each year are eligible for the 16 hours of floating holiday pay on a pro-rata basis during the calendar year based on the established City holiday schedule. If an employee separates from the service of the City and has used or been paid for floating holiday pay in advance of Lincoln's Birthday and/or California Admission Day, the City will deduct the cash value for the floating holiday benefits paid, but unearned, from the final paycheck.
- B. In order to be eligible for holiday pay for the eleven holidays above, an employee must either work or be on paid status the day immediately before, or after the holiday if scheduled.

- C. All employees who receive time off for the above listed holidays shall receive full pay.

SECTION 9. The City shall contribute an amount toward the flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Platinum medical plan (or equivalent PERS PPO 90/10 plan) under the California Public Employees' Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the division manager employee.

SECTION 10. Employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee's maximum accrual and regardless of the employee's Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a "2 for 1" usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

Vacation Leave Cash-Out for 2026 and Thereafter - On or before December 31 of each calendar year, an employee may make an irrevocable election to cash out up to 212 hours of vacation leave which will be earned in the following calendar year at the employee's base rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation he/she chooses to cash out. Employees who made an irrevocable election to

cash out vacation (up to a maximum of 212 hours for the year) shall choose to be paid out during one or more of the following payroll periods:

- Payroll period which includes April 1st
- Payroll period which includes July 1st
- Payroll period which includes October 1st
- Final Payroll period of the calendar year.

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Department Director and the City Manager there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 11. Employees covered by this resolution shall accrue 3.69 hours of sick leave per pay period into a Primary Sick Leave Bank. Employees may accrue up to 480 hours of sick leave in a Primary Sick Leave Bank.

When an employee has 480 hours of sick leave in their Primary Sick Leave bank, their pay period accrual will be distributed in the following manner:

- A. At the employee's option, one-half of the benefit will be:
 - 1. Paid as monetary compensation to the employee at the employee's then current hourly base rate of pay or,
 - 2. Converted into vacation hours. If this option is chosen, the employee cannot accrue more than the maximum vacation hours as provided in the vacation hours article of this MOU.
- B. The remaining one-half benefit will be placed in the employee's Secondary Sick Leave Bank.

If an employee has a Secondary Sick Leave Bank, the first 40 hours of sick leave used per calendar year must be from this bank. Hours in this bank may also be used in the event of a verified non-industrial disability which has resulted in an absence from duty of at least 60 consecutive calendar days. In this event, sick leave in the Secondary Sick Leave Bank may be used for additional consecutive absences resulting from the disability; or it may be used to supplement LTD payments (so that the employee receives his/her full compensation) should the employee qualify for long term disability benefits.

Additionally, an amount of sick leave equal to the hours used from the Primary Bank for said disability (i.e., if an employee is out for at least 60 days) may be transferred from the Secondary Bank to the Primary Bank provided that such transfer shall not result in there being in excess of 480 hours in the Primary Bank.

At the time of separation from the City, (unless terminated for cause) with a minimum of 20 years of continuous service, including/or if separation is by retirement (defined as having applied for retirement benefits from CalPERS), the employee shall have the option of:

- A. Being paid at his/her then current hourly rate for one-half of the sick leave accrued in both his/her Primary Sick Leave Bank, and Secondary Sick Leave Bank and the remaining one-half will be applied towards his or her service credit, or,
- B. The employee can choose to apply all credited time (both Banks) towards his or her service credit.

SECTION 12. The City shall grant Executive Leave to management personnel not to exceed forty (40) hours per payroll calendar year. The City Manager may grant an additional sixty (60) hours of Executive Leave.

SECTION 13. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Division Managers up to \$1,300 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development or support employee wellness, mental and physical health. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance and well-being. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Activities, materials, equipment or fees that promote employee wellness, mental and physical health
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Department Director and Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has been incurred during the fiscal year for the executive employee only. Employee may not request reimbursement for any activities, materials, equipment or fees that have already been reimbursed through a Flexible Spending Account, Health Savings Account or similar program. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance with the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 14. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. The City will provide a 0.5% per pay period employer contribution for any executive whose management group elects to participate in the 401(a) plan. The employer contribution will be reflected in that executive's annual total compensation calculation. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

SECTION 15. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 20th day of January, 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 is the original of Resolution No. 2026-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of January, 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 21st day of January, 2026.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2026-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES AND BENEFITS FOR CLASSIFICATIONS IN THE CONFIDENTIAL MANAGEMENT UNIT**

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

WHEREAS, the City Council previously adopted Resolution No. 2024-50, revising the pay ranges and benefits for job classifications in the Confidential Management Unit; and

WHEREAS, the City Council desires to repeal and replace Resolution No. 2024-50 to revise the pay ranges and benefits for the classifications specified herein; and

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

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Management Unit.

SECTION 2. The following positions in the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Management Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2024. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0068	Assistant Finance Director	750	\$13,007	\$13,657	\$14,340	\$15,057	\$15,810	\$16,601	\$17,431	Monthly
			\$156,084	\$163,884	\$172,080	\$180,684	\$189,720	\$199,212	\$209,172	Annual
			\$75.04	\$78.79	\$82.73	\$86.87	\$91.21	\$95.78	\$100.56	Hourly
0092	Assistant to the City Manager	896	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0059	Budget and Purchasing Manager	740	\$10,640	\$11,172	\$11,731	\$12,318	\$12,934	\$13,581	\$14,260	Monthly
			\$127,680	\$134,064	\$140,772	\$147,816	\$155,208	\$162,972	\$171,120	Annual
			\$61.38	\$64.45	\$67.68	\$71.07	\$74.62	\$78.35	\$82.27	Hourly
0023	City Clerk	892	\$11,395	\$11,965	\$12,563	\$13,191	\$13,851	\$14,544	\$15,271	Monthly
			\$136,740	\$143,580	\$150,756	\$158,292	\$166,212	\$174,528	\$183,252	Annual
			\$65.74	\$69.03	\$72.48	\$76.10	\$79.91	\$83.91	\$88.10	Hourly
0171	Finance Manager	727	\$11,395	\$11,965	\$12,563	\$13,191	\$13,851	\$14,544	\$15,271	Monthly
			\$136,740	\$143,580	\$150,756	\$158,292	\$166,212	\$174,528	\$183,252	Annual
			\$65.74	\$69.03	\$72.48	\$76.10	\$79.91	\$83.91	\$88.10	Hourly
0090	Human Resources Manager	748	\$11,767	\$12,355	\$12,973	\$13,622	\$14,303	\$15,018	\$15,769	Monthly
			\$141,204	\$148,260	\$155,676	\$163,464	\$171,636	\$180,216	\$189,228	Annual
			\$67.89	\$71.28	\$74.84	\$78.59	\$82.52	\$86.64	\$90.98	Hourly
0047	Information Technology Manager	741	\$12,368	\$12,986	\$13,635	\$14,317	\$15,033	\$15,785	\$16,574	Monthly
			\$148,416	\$155,832	\$163,620	\$171,804	\$180,396	\$189,420	\$198,888	Annual
			\$71.35	\$74.92	\$78.66	\$82.60	\$86.73	\$91.07	\$95.62	Hourly

SECTION 3. The following positions of the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Management Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2025. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0068	Assistant Finance Director	750	\$13,495	\$14,170	\$14,879	\$15,623	\$16,404	\$17,224	\$18,085	Monthly
			\$161,940	\$170,040	\$178,548	\$187,476	\$196,848	\$206,688	\$217,020	Annual
			\$77.86	\$81.75	\$85.84	\$90.13	\$94.64	\$99.37	\$104.34	Hourly
0092	Assistant to the City Manager	896	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0059	Budget and Purchasing Manager	740	\$11,039	\$11,591	\$12,171	\$12,780	\$13,419	\$14,090	\$14,795	Monthly
			\$132,468	\$139,092	\$146,052	\$153,360	\$161,028	\$169,080	\$177,540	Annual
			\$63.69	\$66.87	\$70.22	\$73.73	\$77.42	\$81.29	\$85.36	Hourly
0023	City Clerk	892	\$11,823	\$12,414	\$13,035	\$13,687	\$14,371	\$15,090	\$15,844	Monthly
			\$141,876	\$148,968	\$156,420	\$164,244	\$172,452	\$181,080	\$190,128	Annual
			\$68.21	\$71.62	\$75.20	\$78.96	\$82.91	\$87.06	\$91.41	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0171	Finance Manager	727	\$11,823	\$12,414	\$13,035	\$13,687	\$14,371	\$15,090	\$15,844	Monthly
			\$141,876	\$148,968	\$156,420	\$164,244	\$172,452	\$181,080	\$190,128	Annual
			\$68.21	\$71.62	\$75.20	\$78.96	\$82.91	\$87.06	\$91.41	Hourly
0090	Human Resources Manager	748	\$12,208	\$12,818	\$13,459	\$14,132	\$14,839	\$15,581	\$16,360	Monthly
			\$146,496	\$153,816	\$161,508	\$169,584	\$178,068	\$186,972	\$196,320	Annual
			\$70.43	\$73.95	\$77.65	\$81.53	\$85.61	\$89.89	\$94.38	Hourly
0047	Information Technology Manager	741	\$12,831	\$13,473	\$14,147	\$14,854	\$15,597	\$16,377	\$17,196	Monthly
			\$153,972	\$161,676	\$169,764	\$178,248	\$187,164	\$196,524	\$206,352	Annual
			\$74.03	\$77.73	\$81.62	\$85.70	\$89.98	\$94.48	\$99.21	Hourly

SECTION 4. The following positions of the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Management Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0068	Assistant Finance Director	750	\$13,969	\$14,667	\$15,400	\$16,170	\$16,978	\$17,827	\$18,718	Monthly
			\$167,628	\$176,004	\$184,800	\$194,040	\$203,736	\$213,924	\$224,616	Annual
			\$80.59	\$84.62	\$88.85	\$93.29	\$97.95	\$102.85	\$107.99	Hourly
0092	Assistant to the City Manager	896	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0059	Budget and Purchasing Manager	740	\$11,428	\$11,999	\$12,599	\$13,229	\$13,890	\$14,584	\$15,313	Monthly
			\$137,136	\$143,988	\$151,188	\$158,748	\$166,680	\$175,008	\$183,756	Annual
			\$65.93	\$69.23	\$72.69	\$76.32	\$80.13	\$84.14	\$88.34	Hourly
0023	City Clerk	892	\$12,237	\$12,849	\$13,491	\$14,166	\$14,874	\$15,618	\$16,399	Monthly
			\$146,844	\$154,188	\$161,892	\$169,992	\$178,488	\$187,416	\$196,788	Annual
			\$70.60	\$74.13	\$77.83	\$81.73	\$85.81	\$90.10	\$94.61	Hourly
0171	Finance Manager	727	\$12,237	\$12,849	\$13,491	\$14,166	\$14,874	\$15,618	\$16,399	Monthly
			\$146,844	\$154,188	\$161,892	\$169,992	\$178,488	\$187,416	\$196,788	Annual
			\$70.60	\$74.13	\$77.83	\$81.73	\$85.81	\$90.10	\$94.61	Hourly
0090	Human Resources Manager	748	\$12,636	\$13,268	\$13,931	\$14,628	\$15,359	\$16,127	\$16,933	Monthly
			\$151,632	\$159,216	\$167,172	\$175,536	\$184,308	\$193,524	\$203,196	Annual
			\$72.90	\$76.55	\$80.37	\$84.39	\$88.61	\$93.04	\$97.69	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0047	Information Technology Manager	741	\$13,281	\$13,945	\$14,642	\$15,374	\$16,143	\$16,950	\$17,798	Monthly
			\$159,372	\$167,340	\$175,704	\$184,488	\$193,716	\$203,400	\$213,576	Annual
			\$76.62	\$80.45	\$84.47	\$88.70	\$93.13	\$97.79	\$102.68	Hourly

SECTION 5. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

5.1 CalPERS - MISCELLANEOUS MEMBERS

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code section 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code section 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2.5% @ 55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to section 20516(f) will be reduced from 1.531% to 0%.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2% @ 60 formula shall have their cost sharing per Government Code section 20516(f) reduced by 1% for a net contribution of two percent (2%).

B. New Members: Under PEPRA (see section 5.2 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

5.2 THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code section 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are "new members" on and after January 1, 2013, shall be enrolled in the PEPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code section 7522.20).

Members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (section 7522.32.), and their retirement benefits shall be calculated based on "pensionable compensation" (section 7522.10) rather than "compensation earnable" (section 20636).

SECTION 6. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 7. Employees including employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary and paid on a bi-weekly basis pursuant to subsections A or B below. The compensation in this section is special compensation and shall be reported as bilingual premium pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

- A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:
 - 1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of his/her work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.

2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life or death nature.
3. The applicant can be understood with some repetition by a sympathetic native speaker.
4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.
5. Accuracy is required in the present tense and gender distinctions.
6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.
2. Core vocabulary of 600-1200 words.
3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.
4. Ability to interview the victim of a crime or accident or other situation involving a native speaker and conduct simple interrogations and investigations which could be of a life or death nature.
5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

SECTION 8. The following are the eleven (11) designated observed holidays:

New Year's Day - January 1st

Martin Luther King, Jr - 3rd Monday in January

President's Day - 3rd Monday in February

Memorial Day - Last Monday in May

Juneteenth Day - June 19th

Independence Day - 4th of July

Labor Day – 1st Monday in September

Veteran's Day - November 11th

Thanksgiving Day - 4th Thursday in November

Day after Thanksgiving - Day after the 4th Thursday in November

Christmas Day - December 25th

In the event any of the above holidays fall on Saturday, the preceding Friday (or Thursday if the preceding Friday is a closure day) will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed.

- A. In addition to the eleven (11) holidays above, employees receive sixteen (16) floating holiday hours. Employees may schedule with their supervisor any time during the year to use the floating holiday hours. At the end of the calendar year, any remaining holiday hours will be cashed out. Employees hired after January 1st of each year are eligible for the 16 hours of floating holiday pay on a pro-rata basis during the calendar year based on the established City holiday schedule. If an employee separates from the service of the City and has used or been paid for floating holiday pay in advance of Lincoln's Birthday and/or California Admission Day, the City will deduct the cash value for the floating holiday benefits paid, but unearned, from the final paycheck.
- B. In order to be eligible for holiday pay for the eleven holidays above, an employee must either work or be on paid status the day immediately before, or after the holiday if scheduled.
- C. All employees who receive time off for the above listed holidays shall receive full pay.

SECTION 9. The City shall contribute an amount toward the flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Platinum medical plan (or equivalent PERS PPO 90/10 plan) under the California Public Employees' Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

SECTION 10. Employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee's maximum accrual and regardless of the employee's Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a "2 for 1" usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

Vacation Leave Cash-Out for 2026 and Thereafter - On or before December 31 of each calendar year, an employee may make an irrevocable election to cash out up to 212 hours of vacation leave which will be earned in the following calendar year at the employee's base rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation he/she chooses to cash out. Employees who made an irrevocable election to cash out vacation (up to a maximum of 212 hours for the year) shall choose to be paid out during one or more of the following payroll periods:

- Payroll period which includes April 1st
- Payroll period which includes July 1st
- Payroll period which includes October 1st
- Final Payroll period of the calendar year.

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Department Director and the City Manager there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 11. Employees covered by this resolution shall accrue 3.69 hours of sick leave per pay period into a Primary Sick Leave Bank. Employees may accrue up to 480 hours of sick leave in a Primary Sick Leave Bank.

When an employee has 480 hours of sick leave in their Primary Sick Leave bank, their pay period accrual will be distributed in the following manner:

- A. At the employee's option, one-half of the benefit will be:

1. Paid as monetary compensation to the employee at the employee's then current hourly base rate of pay or,
 2. Converted into vacation hours. If this option is chosen, the employee cannot accrue more than the maximum vacation hours as provided in the vacation hours article of this MOU.
- B. The remaining one-half benefit will be placed in the employee's Secondary Sick Leave Bank.

If an employee has a Secondary Sick Leave Bank, the first 40 hours of sick leave used per calendar year must be from this bank. Hours in this bank may also be used in the event of a verified non-industrial disability which has resulted in an absence from duty of at least 60 consecutive calendar days. In this event, sick leave in the Secondary Sick Leave Bank may be used for additional consecutive absences resulting from the disability; or it may be used to supplement LTD payments (so that the employee receives his/her full compensation) should the employee qualify for long term disability benefits. Additionally, an amount of sick leave equal to the hours used from the Primary Bank for said disability (i.e., if an employee is out for at least 60 days) may be transferred from the Secondary Bank to the Primary Bank provided that such transfer shall not result in there being in excess of 480 hours in the Primary Bank.

At the time of separation from the City, (unless terminated for cause) with a minimum of 20 years of continuous service, including/or if separation is by retirement (defined as having applied for retirement benefits from CalPERS), the employee shall have the option of:

- A. Being paid at his/her then current hourly rate for one-half of the sick leave accrued in both his/her Primary Sick Leave Bank, and Secondary Sick Leave Bank and the remaining one-half will be applied towards his or her service credit, or,
- B. The employee can choose to apply all credited time (both Banks) towards his or her service credit.

SECTION 12. Effective December 24, 2017, the City shall grant Executive Leave to confidential management personnel not to exceed forty (40) hours per year. The City Manager may grant up to an additional forty (60) hours of Executive Leave.

SECTION 13. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Confidential Management employees up to \$1,300 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development or support employee wellness, mental and physical health. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the

executive's performance and well-being. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Activities, materials, equipment or fees that promote employee wellness, mental and physical health
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Department Director and Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has been incurred during the fiscal year for the executive employee only. Employee may not request reimbursement for any activities, materials, equipment or fees that have already been reimbursed through a Flexible Spending Account, Health Savings Account or similar program. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance with the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 14. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. The City will provide a 0.5% per pay period employer contribution for any executive whose management group elects to participate in the 401(a) plan. The employer contribution will be reflected in that executive's annual total compensation calculation. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

SECTION 15. Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa

Mesa Division Managers Association shall also apply to “Confidential” unrepresented management employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

SECTION 16. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 20th day of January, 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 is the original of Resolution No. 2026-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of January, 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 21st day of January, 2026.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES AND BENEFITS FOR CLASSIFICATIONS IN THE CONFIDENTIAL UNIT.

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

WHEREAS, on June 17, 2025, the City Council adopted Resolutions No. 2025-25, 2025-26, and 2025-27, revising the pay ranges for job classifications in the Confidential Unit, effective the pay period that includes July 1, 2025, January 1, 2026 and April 1, 2026; and

WHEREAS, the City Council desires to repeal and replace Resolutions No. 2025-25, 2025-26, and 2025-27 to revise the pay ranges and benefits for the classifications specified herein; and

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

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Employees Unit.

SECTION 2. The following pay ranges and monthly rates of pay for the identified classifications are hereby established and placed under the Confidential Unit Salary Schedule effective the pay period that includes July 1, 2025. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0171	Accountant (Confidential)	CON	620	\$7,294 \$87,528 \$42.08	\$7,659 \$91,908 \$44.19	\$8,042 \$96,504 \$46.40	\$8,444 \$101,328 \$48.72	\$8,866 \$106,392 \$51.15	\$9,309 \$111,708 \$53.71	\$9,775 \$117,300 \$56.39	Monthly Annual Hourly
0026	Administrative Assistant (Confidential)	CON	593	\$5,414 \$64,968 \$31.23	\$5,685 \$68,220 \$32.80	\$5,969 \$71,628 \$34.44	\$6,267 \$75,204 \$36.16	\$6,580 \$78,960 \$37.96	\$6,909 \$82,908 \$39.86	\$7,254 \$87,048 \$41.85	Monthly Annual Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0018	Benefits Coordinator	CON	592	\$5,294	\$5,559	\$5,837	\$6,129	\$6,435	\$6,757	\$7,095	Monthly
				\$63,528	\$66,708	\$70,044	\$73,548	\$77,220	\$81,084	\$85,140	Annual
				\$30.54	\$32.07	\$33.68	\$35.36	\$37.13	\$38.98	\$40.93	Hourly
0063	Budget Analyst	CON	679	\$8,717	\$9,153	\$9,611	\$10,092	\$10,597	\$11,127	\$11,683	Monthly
				\$104,604	\$109,836	\$115,332	\$121,104	\$127,164	\$133,524	\$140,196	Annual
				\$50.29	\$52.81	\$55.45	\$58.22	\$61.14	\$64.19	\$67.40	Hourly
0809	Budget Specialist	CON	891	\$6,470	\$6,793	\$7,133	\$7,490	\$7,865	\$8,258	\$8,671	Monthly
				\$77,640	\$81,516	\$85,596	\$89,880	\$94,380	\$99,096	\$104,052	Annual
				\$37.33	\$39.19	\$41.15	\$43.21	\$45.38	\$47.64	\$50.03	Hourly
0040	Computer Operations/ Networking Supervisor	CON	689	\$9,131	\$9,588	\$10,067	\$10,570	\$11,099	\$11,654	\$12,237	Monthly
				\$109,572	\$115,056	\$120,804	\$126,840	\$133,188	\$139,848	\$146,844	Annual
				\$52.68	\$55.32	\$58.08	\$60.98	\$64.03	\$67.23	\$70.60	Hourly
0021	Deputy City Clerk	CON	656	\$6,187	\$6,496	\$6,821	\$7,162	\$7,520	\$7,896	\$8,291	Monthly
				\$74,244	\$77,952	\$81,852	\$85,944	\$90,240	\$94,752	\$99,492	Annual
				\$35.69	\$37.48	\$39.35	\$41.32	\$43.38	\$45.55	\$47.83	Hourly
0016	Executive Assistant to the City Manager	CON	648	\$7,266	\$7,629	\$8,010	\$8,410	\$8,830	\$9,272	\$9,736	Monthly
				\$87,192	\$91,548	\$96,120	\$100,920	\$105,960	\$111,264	\$116,832	Annual
				\$41.92	\$44.01	\$46.21	\$48.52	\$50.94	\$53.49	\$56.17	Hourly
0019	Executive Assistant (Confidential)	CON	609	\$5,956	\$6,254	\$6,567	\$6,895	\$7,240	\$7,602	\$7,982	Monthly
				\$71,472	\$75,048	\$78,804	\$82,740	\$86,880	\$91,224	\$95,784	Annual
				\$34.36	\$36.08	\$37.89	\$39.78	\$41.77	\$43.86	\$46.05	Hourly
0173	Finance Officer (Confidential)	CON	559	\$9,732	\$10,219	\$10,730	\$11,267	\$11,830	\$12,422	\$13,043	Monthly
				\$116,784	\$122,628	\$128,760	\$135,204	\$141,960	\$149,064	\$156,516	Annual
				\$56.15	\$58.96	\$61.90	\$65.00	\$68.25	\$71.67	\$75.25	Hourly
0007	Human Resources Office Specialist II	CON	560	\$4,349	\$4,566	\$4,794	\$5,034	\$5,286	\$5,550	\$5,828	Monthly
				\$52,188	\$54,792	\$57,528	\$60,408	\$63,432	\$66,600	\$69,936	Annual
				\$25.09	\$26.34	\$27.66	\$29.04	\$30.50	\$32.02	\$33.62	Hourly
0087	Human Resources Administrator	CON	697	\$10,024	\$10,525	\$11,051	\$11,604	\$12,184	\$12,793	\$13,433	Monthly
				\$120,288	\$126,300	\$132,612	\$139,248	\$146,208	\$153,516	\$161,196	Annual
				\$57.83	\$60.72	\$63.76	\$66.95	\$70.29	\$73.81	\$77.50	Hourly
0079	Human Resources Analyst	CON	659	\$7,760	\$8,148	\$8,555	\$8,983	\$9,432	\$9,904	\$10,399	Monthly
				\$93,120	\$97,776	\$102,660	\$107,796	\$113,184	\$118,848	\$124,788	Annual
				\$44.77	\$47.01	\$49.36	\$51.83	\$54.42	\$57.14	\$59.99	Hourly
0017	Human Resources Assistant	CON	590	\$5,414	\$5,685	\$5,969	\$6,267	\$6,580	\$6,909	\$7,254	Monthly
				\$64,968	\$68,220	\$71,628	\$75,204	\$78,960	\$82,908	\$87,048	Annual
				\$31.23	\$32.80	\$34.44	\$36.16	\$37.96	\$39.86	\$41.85	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0072	Human Resources Technician	CON	627	\$6,807 \$81,684 \$39.27	\$7,147 \$85,764 \$41.23	\$7,504 \$90,048 \$43.29	\$7,879 \$94,548 \$45.46	\$8,273 \$99,276 \$47.73	\$8,687 \$104,244 \$50.12	\$9,121 \$109,452 \$52.62	Monthly Annual Hourly
0245	Management Aide (Confidential)	CON	892	\$6,616 \$79,392 \$38.17	\$6,947 \$83,364 \$40.08	\$7,294 \$87,528 \$42.08	\$7,659 \$91,908 \$44.19	\$8,042 \$96,504 \$46.40	\$8,444 \$101,328 \$48.72	\$8,866 \$106,392 \$51.15	Monthly Annual Hourly
0084	Management Analyst (Confidential)	CON	872	\$7,610 \$91,320 \$43.90	\$7,990 \$95,880 \$46.10	\$8,389 \$100,668 \$48.40	\$8,808 \$105,696 \$50.82	\$9,248 \$110,976 \$53.35	\$9,710 \$116,520 \$56.02	\$10,196 \$122,352 \$58.82	Monthly Annual Hourly
0008	Office Specialist II (Confidential)	CON	561	\$4,350 \$52,200 \$25.10	\$4,567 \$54,804 \$26.35	\$4,795 \$57,540 \$27.66	\$5,035 \$60,420 \$29.05	\$5,287 \$63,444 \$30.50	\$5,551 \$66,612 \$32.03	\$5,828 \$69,936 \$33.62	Monthly Annual Hourly
0055	Payroll Coordinator	CON	621	\$6,468 \$77,616 \$37.32	\$6,791 \$81,492 \$39.18	\$7,131 \$85,572 \$41.14	\$7,488 \$89,856 \$43.20	\$7,862 \$94,344 \$45.36	\$8,255 \$99,060 \$47.63	\$8,668 \$104,016 \$50.01	Monthly Annual Hourly
0078	Principal Human Resources Analyst	CON	669	\$8,717 \$104,604 \$50.29	\$9,153 \$109,836 \$52.81	\$9,611 \$115,332 \$55.45	\$10,092 \$121,104 \$58.22	\$10,597 \$127,164 \$61.14	\$11,127 \$133,524 \$64.19	\$11,683 \$140,196 \$67.40	Monthly Annual Hourly
0170	Senior Accountant (Confidential)	CON	622	\$8,024 \$96,288 \$46.29	\$8,425 \$101,100 \$48.61	\$8,846 \$106,152 \$51.03	\$9,288 \$111,456 \$53.58	\$9,752 \$117,024 \$56.26	\$10,240 \$122,880 \$59.08	\$10,752 \$129,024 \$62.03	Monthly Annual Hourly
0054	Senior Budget Analyst (Confidential)	CON	680	\$9,590 \$115,080 \$55.33	\$10,070 \$120,840 \$58.10	\$10,573 \$126,876 \$61.00	\$11,102 \$133,224 \$64.05	\$11,657 \$139,884 \$67.25	\$12,240 \$146,880 \$70.62	\$12,852 \$154,224 \$74.15	Monthly Annual Hourly
0246	Senior Management Analyst (Confidential)	CON	895	\$8,507 \$102,084 \$49.08	\$8,932 \$107,184 \$51.53	\$9,379 \$112,548 \$54.11	\$9,848 \$118,176 \$56.82	\$10,340 \$124,080 \$59.65	\$10,857 \$130,284 \$62.64	\$11,400 \$136,800 \$65.77	Monthly Annual Hourly
0052	Senior Programmer Analyst (Confidential)	CON	710	\$10,109 \$121,308 \$58.32	\$10,614 \$127,368 \$61.23	\$11,145 \$133,740 \$64.30	\$11,702 \$140,424 \$67.51	\$12,287 \$147,444 \$70.89	\$12,901 \$154,812 \$74.43	\$13,546 \$162,552 \$78.15	Monthly Annual Hourly
0046	Systems & Programming Supervisor	CON	730	\$11,169 \$134,028 \$64.44	\$11,727 \$140,724 \$67.66	\$12,313 \$147,756 \$71.04	\$12,929 \$155,148 \$74.59	\$13,575 \$162,900 \$78.32	\$14,254 \$171,048 \$82.23	\$14,967 \$179,604 \$86.35	Monthly Annual Hourly

SECTION 3. The following pay ranges and monthly rates of pay for the identified classifications are hereby established and placed under the Confidential Unit Salary Schedule effective the pay period that includes January 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0171	Accountant (Confidential)	CON	620	\$7,440	\$7,812	\$8,203	\$8,613	\$9,044	\$9,496	\$9,971	Monthly
				\$89,280	\$93,744	\$98,436	\$103,356	\$108,528	\$113,952	\$119,652	Annual
				\$42.92	\$45.07	\$47.33	\$49.69	\$52.18	\$54.78	\$57.52	Hourly
0026	Administrative Assistant (Confidential)	CON	593	\$5,521	\$5,797	\$6,087	\$6,391	\$6,711	\$7,047	\$7,399	Monthly
				\$66,252	\$69,564	\$73,044	\$76,692	\$80,532	\$84,564	\$88,788	Annual
				\$31.85	\$33.44	\$35.12	\$36.87	\$38.72	\$40.66	\$42.69	Hourly
0018	Benefits Coordinator	CON	592	\$5,400	\$5,670	\$5,953	\$6,251	\$6,564	\$6,892	\$7,237	Monthly
				\$64,800	\$68,040	\$71,436	\$75,012	\$78,768	\$82,704	\$86,844	Annual
				\$31.15	\$32.71	\$34.34	\$36.06	\$37.87	\$39.76	\$41.75	Hourly
0063	Budget Analyst	CON	679	\$8,893	\$9,338	\$9,805	\$10,295	\$10,810	\$11,350	\$11,917	Monthly
				\$106,716	\$112,056	\$117,660	\$123,540	\$129,720	\$136,200	\$143,004	Annual
				\$51.31	\$53.87	\$56.57	\$59.39	\$62.37	\$65.48	\$68.75	Hourly
0809	Budget Specialist	CON	891	\$6,600	\$6,930	\$7,276	\$7,640	\$8,022	\$8,423	\$8,844	Monthly
				\$79,200	\$83,160	\$87,312	\$91,680	\$96,264	\$101,076	\$106,128	Annual
				\$38.08	\$39.98	\$41.98	\$44.08	\$46.28	\$48.59	\$51.02	Hourly
0040	Computer Operations/ Networking Supervisor	CON	689	\$9,315	\$9,781	\$10,270	\$10,783	\$11,322	\$11,888	\$12,482	Monthly
				\$111,780	\$117,372	\$123,240	\$129,396	\$135,864	\$142,656	\$149,784	Annual
				\$53.74	\$56.43	\$59.25	\$62.21	\$65.32	\$68.58	\$72.01	Hourly
0021	Deputy City Clerk	CON	656	\$6,310	\$6,626	\$6,957	\$7,305	\$7,670	\$8,054	\$8,457	Monthly
				\$75,720	\$79,512	\$83,484	\$87,660	\$92,040	\$96,648	\$101,484	Annual
				\$36.40	\$38.23	\$40.14	\$42.14	\$44.25	\$46.47	\$48.79	Hourly
0016	Executive Assistant to the City Manager	CON	648	\$7,410	\$7,781	\$8,170	\$8,579	\$9,008	\$9,458	\$9,931	Monthly
				\$88,920	\$93,372	\$98,040	\$102,948	\$108,096	\$113,496	\$119,172	Annual
				\$42.75	\$44.89	\$47.13	\$49.49	\$51.97	\$54.57	\$57.29	Hourly
0019	Executive Assistant (Confidential)	CON	609	\$6,075	\$6,379	\$6,698	\$7,033	\$7,385	\$7,754	\$8,142	Monthly
				\$72,900	\$76,548	\$80,376	\$84,396	\$88,620	\$93,048	\$97,704	Annual
				\$35.05	\$36.80	\$38.64	\$40.58	\$42.61	\$44.73	\$46.97	Hourly
0173	Finance Officer (Confidential)	CON	559	\$9,928	\$10,424	\$10,945	\$11,492	\$12,067	\$12,670	\$13,304	Monthly
				\$119,136	\$125,088	\$131,340	\$137,904	\$144,804	\$152,040	\$159,648	Annual
				\$57.28	\$60.14	\$63.14	\$66.30	\$69.62	\$73.10	\$76.75	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0007	Human Resources Office Specialist II	CON	560	\$4,435	\$4,657	\$4,890	\$5,135	\$5,392	\$5,662	\$5,945	Monthly
				\$53,220	\$55,884	\$58,680	\$61,620	\$64,704	\$67,944	\$71,340	Annual
				\$25.59	\$26.87	\$28.21	\$29.63	\$31.11	\$32.67	\$34.30	Hourly
0087	Human Resources Administrator	CON	697	\$10,225	\$10,736	\$11,273	\$11,837	\$12,429	\$13,050	\$13,702	Monthly
				\$122,700	\$128,832	\$135,276	\$142,044	\$149,148	\$156,600	\$164,424	Annual
				\$58.99	\$61.94	\$65.04	\$68.29	\$71.71	\$75.29	\$79.05	Hourly
0079	Human Resources Analyst	CON	659	\$7,915	\$8,311	\$8,727	\$9,163	\$9,621	\$10,102	\$10,607	Monthly
				\$94,980	\$99,732	\$104,724	\$109,956	\$115,452	\$121,224	\$127,284	Annual
				\$45.66	\$47.95	\$50.35	\$52.86	\$55.51	\$58.28	\$61.19	Hourly
0017	Human Resources Assistant	CON	590	\$5,521	\$5,797	\$6,087	\$6,391	\$6,711	\$7,047	\$7,399	Monthly
				\$66,252	\$69,564	\$73,044	\$76,692	\$80,532	\$84,564	\$88,788	Annual
				\$31.85	\$33.44	\$35.12	\$36.87	\$38.72	\$40.66	\$42.69	Hourly
0072	Human Resources Technician	CON	627	\$6,942	\$7,289	\$7,653	\$8,036	\$8,438	\$8,860	\$9,303	Monthly
				\$83,304	\$87,468	\$91,836	\$96,432	\$101,256	\$106,320	\$111,636	Annual
				\$40.05	\$42.05	\$44.15	\$46.36	\$48.68	\$51.12	\$53.67	Hourly
0245	Management Aide (Confidential)	CON	892	\$6,748	\$7,085	\$7,439	\$7,811	\$8,202	\$8,612	\$9,043	Monthly
				\$80,976	\$85,020	\$89,268	\$93,732	\$98,424	\$103,344	\$108,516	Annual
				\$38.93	\$40.88	\$42.92	\$45.06	\$47.32	\$49.68	\$52.17	Hourly
0084	Management Analyst (Confidential)	CON	872	\$7,761	\$8,149	\$8,556	\$8,984	\$9,433	\$9,905	\$10,400	Monthly
				\$93,132	\$97,788	\$102,672	\$107,808	\$113,196	\$118,860	\$124,800	Annual
				\$44.78	\$47.01	\$49.36	\$51.83	\$54.42	\$57.14	\$60.00	Hourly
0008	Office Specialist II (Confidential)	CON	561	\$4,435	\$4,657	\$4,890	\$5,134	\$5,391	\$5,661	\$5,945	Monthly
				\$53,220	\$55,884	\$58,680	\$61,608	\$64,692	\$67,932	\$71,340	Annual
				\$25.59	\$26.87	\$28.21	\$29.62	\$31.10	\$32.66	\$34.30	Hourly
0055	Payroll Coordinator	CON	621	\$6,597	\$6,927	\$7,273	\$7,637	\$8,019	\$8,420	\$8,841	Monthly
				\$79,164	\$83,124	\$87,276	\$91,644	\$96,228	\$101,040	\$106,092	Annual
				\$38.06	\$39.96	\$41.96	\$44.06	\$46.26	\$48.58	\$51.01	Hourly
0078	Principal Human Resources Analyst	CON	669	\$8,893	\$9,338	\$9,805	\$10,295	\$10,810	\$11,350	\$11,917	Monthly
				\$106,716	\$112,056	\$117,660	\$123,540	\$129,720	\$136,200	\$143,004	Annual
				\$51.31	\$53.87	\$56.57	\$59.39	\$62.37	\$65.48	\$68.75	Hourly
0170	Senior Accountant (Confidential)	CON	622	\$8,184	\$8,593	\$9,023	\$9,474	\$9,948	\$10,445	\$10,967	Monthly
				\$98,208	\$103,116	\$108,276	\$113,688	\$119,376	\$125,340	\$131,604	Annual
				\$47.22	\$49.58	\$52.06	\$54.66	\$57.39	\$60.26	\$63.27	Hourly
0054	Senior Budget Analyst (Confidential)	CON	680	\$9,782	\$10,271	\$10,785	\$11,324	\$11,890	\$12,485	\$13,109	Monthly
				\$117,384	\$123,252	\$129,420	\$135,888	\$142,680	\$149,820	\$157,308	Annual
				\$56.43	\$59.26	\$62.22	\$65.33	\$68.60	\$72.03	\$75.63	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0052	Senior Programmer Analyst (<i>Confidential</i>)	CON	710	\$10,310	\$10,826	\$11,367	\$11,935	\$12,532	\$13,159	\$13,817	Monthly
				\$123,720	\$129,912	\$136,404	\$143,220	\$150,384	\$157,908	\$165,804	Annual
				\$59.48	\$62.46	\$65.58	\$68.86	\$72.30	\$75.92	\$79.71	Hourly
0246	Senior Management Analyst (<i>Confidential</i>)	CON	895	\$8,677	\$9,111	\$9,567	\$10,045	\$10,547	\$11,074	\$11,628	Monthly
				\$104,124	\$109,332	\$114,804	\$120,540	\$126,564	\$132,888	\$139,536	Annual
				\$50.06	\$52.56	\$55.19	\$57.95	\$60.85	\$63.89	\$67.08	Hourly
0046	Systems & Programming Supervisor	CON	730	\$11,392	\$11,962	\$12,560	\$13,188	\$13,847	\$14,539	\$15,266	Monthly
				\$136,704	\$143,544	\$150,720	\$158,256	\$166,164	\$174,468	\$183,192	Annual
				\$65.72	\$69.01	\$72.46	\$76.08	\$79.89	\$83.88	\$88.07	Hourly

SECTION 4. The following pay ranges and monthly rates of pay for the identified classifications are hereby established and placed under the Confidential Unit Salary Schedule effective the pay period that includes April 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay steps.

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0171	Accountant (<i>Confidential</i>)	CON	620	\$7,590	\$7,970	\$8,368	\$8,786	\$9,225	\$9,686	\$10,170	Monthly
				\$91,080	\$95,640	\$100,416	\$105,432	\$110,700	\$116,232	\$122,040	Annual
				\$43.79	\$45.98	\$48.28	\$50.69	\$53.22	\$55.88	\$58.67	Hourly
0026	Administrative Assistant (<i>Confidential</i>)	CON	593	\$5,632	\$5,914	\$6,210	\$6,520	\$6,846	\$7,188	\$7,547	Monthly
				\$67,584	\$70,968	\$74,520	\$78,240	\$82,152	\$86,256	\$90,564	Annual
				\$32.49	\$34.12	\$35.83	\$37.62	\$39.50	\$41.47	\$43.54	Hourly
0018	Benefits Coordinator	CON	592	\$5,508	\$5,783	\$6,072	\$6,376	\$6,695	\$7,030	\$7,382	Monthly
				\$66,096	\$69,396	\$72,864	\$76,512	\$80,340	\$84,360	\$88,584	Annual
				\$31.78	\$33.36	\$35.03	\$36.78	\$38.63	\$40.56	\$42.59	Hourly
0063	Budget Analyst	CON	679	\$9,070	\$9,524	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	Monthly
				\$108,840	\$114,288	\$120,000	\$126,000	\$132,300	\$138,912	\$145,860	Annual
				\$52.33	\$54.95	\$57.69	\$60.58	\$63.61	\$66.78	\$70.13	Hourly
0809	Budget Specialist	CON	891	\$6,731	\$7,068	\$7,421	\$7,792	\$8,182	\$8,591	\$9,021	Monthly
				\$80,772	\$84,816	\$89,052	\$93,504	\$98,184	\$103,092	\$108,252	Annual
				\$38.83	\$40.78	\$42.81	\$44.95	\$47.20	\$49.56	\$52.04	Hourly
0040	Computer Operations/ Networking Supervisor	CON	689	\$9,501	\$9,976	\$10,475	\$10,999	\$11,549	\$12,126	\$12,732	Monthly
				\$114,012	\$119,712	\$125,700	\$131,988	\$138,588	\$145,512	\$152,784	Annual
				\$54.81	\$57.55	\$60.43	\$63.46	\$66.63	\$69.96	\$73.45	Hourly
0021	Deputy City Clerk	CON	656	\$6,436	\$6,758	\$7,096	\$7,451	\$7,824	\$8,215	\$8,626	Monthly
				\$77,232	\$81,096	\$85,152	\$89,412	\$93,888	\$98,580	\$103,512	Annual
				\$37.13	\$38.99	\$40.94	\$42.99	\$45.14	\$47.39	\$49.77	Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0016	Executive Assistant to the City Manager	CON	648	\$7,559 \$90,708 \$43.61	\$7,937 \$95,244 \$45.79	\$8,334 \$100,008 \$48.08	\$8,751 \$105,012 \$50.49	\$9,189 \$110,268 \$53.01	\$9,648 \$115,776 \$55.66	\$10,130 \$121,560 \$58.44	Monthly Annual Hourly
0019	Executive Assistant (Confidential)	CON	609	\$6,197 \$74,364 \$35.75	\$6,507 \$78,084 \$37.54	\$6,832 \$81,984 \$39.42	\$7,174 \$86,088 \$41.39	\$7,533 \$90,396 \$43.46	\$7,910 \$94,920 \$45.63	\$8,305 \$99,660 \$47.91	Monthly Annual Hourly
0173	Finance Officer (Confidential)	CON	559	\$10,127 \$121,524 \$58.43	\$10,633 \$127,596 \$61.34	\$11,165 \$133,980 \$64.41	\$11,723 \$140,676 \$67.63	\$12,309 \$147,708 \$71.01	\$12,924 \$155,088 \$74.56	\$13,570 \$162,840 \$78.29	Monthly Annual Hourly
0007	Human Resources Office Specialist II	CON	560	\$4,525 \$54,300 \$26.11	\$4,751 \$57,012 \$27.41	\$4,989 \$59,868 \$28.78	\$5,238 \$62,856 \$30.22	\$5,500 \$66,000 \$31.73	\$5,775 \$69,300 \$33.32	\$6,064 \$72,768 \$34.98	Monthly Annual Hourly
0087	Human Resources Administrator	CON	697	\$10,429 \$125,148 \$60.17	\$10,950 \$131,400 \$63.17	\$11,497 \$137,964 \$66.33	\$12,072 \$144,864 \$69.65	\$12,676 \$152,112 \$73.13	\$13,310 \$159,720 \$76.79	\$13,976 \$167,712 \$80.63	Monthly Annual Hourly
0079	Human Resources Analyst	CON	659	\$8,073 \$96,876 \$46.58	\$8,477 \$101,724 \$48.91	\$8,901 \$106,812 \$51.35	\$9,346 \$112,152 \$53.92	\$9,813 \$117,756 \$56.61	\$10,304 \$123,648 \$59.45	\$10,819 \$129,828 \$62.42	Monthly Annual Hourly
0017	Human Resources Assistant	CON	590	\$5,632 \$67,584 \$32.49	\$5,914 \$70,968 \$34.12	\$6,210 \$74,520 \$35.83	\$6,520 \$78,240 \$37.62	\$6,846 \$82,152 \$39.50	\$7,188 \$86,256 \$41.47	\$7,547 \$90,564 \$43.54	Monthly Annual Hourly
0072	Human Resources Technician	CON	627	\$7,081 \$84,972 \$40.85	\$7,435 \$89,220 \$42.89	\$7,807 \$93,684 \$45.04	\$8,197 \$98,364 \$47.29	\$8,607 \$103,284 \$49.66	\$9,037 \$108,444 \$52.14	\$9,489 \$113,868 \$54.74	Monthly Annual Hourly
0245	Management Aide (Confidential)	CON	892	\$6,885 \$82,620 \$39.72	\$7,229 \$86,748 \$41.71	\$7,590 \$91,080 \$43.79	\$7,969 \$95,628 \$45.98	\$8,367 \$100,404 \$48.27	\$8,785 \$105,420 \$50.68	\$9,224 \$110,688 \$53.22	Monthly Annual Hourly
0084	Management Analyst (Confidential)	CON	872	\$7,916 \$94,992 \$45.67	\$8,312 \$99,744 \$47.95	\$8,728 \$104,736 \$50.35	\$9,164 \$109,968 \$52.87	\$9,622 \$115,464 \$55.51	\$10,103 \$121,236 \$58.29	\$10,608 \$127,296 \$61.20	Monthly Annual Hourly
0173	Office Specialist II (Confidential)	CON	561	\$4,525 \$54,300 \$26.11	\$4,751 \$57,012 \$27.41	\$4,989 \$59,868 \$28.78	\$5,238 \$62,856 \$30.22	\$5,500 \$66,000 \$31.73	\$5,775 \$69,300 \$33.32	\$6,064 \$72,768 \$34.98	Monthly Annual Hourly
0055	Payroll Coordinator	CON	621	\$6,730 \$80,760 \$38.83	\$7,066 \$84,792 \$40.77	\$7,419 \$89,028 \$42.80	\$7,790 \$93,480 \$44.94	\$8,180 \$98,160 \$47.19	\$8,589 \$103,068 \$49.55	\$9,018 \$108,216 \$52.03	Monthly Annual Hourly

Class Code	Class Title	Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
0078	Principal Human Resources Analyst	CON	669	\$9,070	\$9,524	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	Monthly
				\$108,840	\$114,288	\$120,000	\$126,000	\$132,300	\$138,912	\$145,860	Annual
				\$52.33	\$54.95	\$57.69	\$60.58	\$63.61	\$66.78	\$70.13	Hourly
0170	Senior Accountant (Confidential)	CON	622	\$8,348	\$8,765	\$9,203	\$9,663	\$10,146	\$10,653	\$11,186	Monthly
				\$100,176	\$105,180	\$110,436	\$115,956	\$121,752	\$127,836	\$134,232	Annual
				\$48.16	\$50.57	\$53.09	\$55.75	\$58.53	\$61.46	\$64.53	Hourly
0054	Senior Budget Analyst (Confidential)	CON	680	\$9,977	\$10,476	\$11,000	\$11,550	\$12,128	\$12,734	\$13,371	Monthly
				\$119,724	\$125,712	\$132,000	\$138,600	\$145,536	\$152,808	\$160,452	Annual
				\$57.56	\$60.44	\$63.46	\$66.63	\$69.97	\$73.47	\$77.14	Hourly
0052	Senior Programmer Analyst (Confidential)	CON	710	\$10,516	\$11,042	\$11,594	\$12,174	\$12,783	\$13,422	\$14,093	Monthly
				\$126,192	\$132,504	\$139,128	\$146,088	\$153,396	\$161,064	\$169,116	Annual
				\$60.67	\$63.70	\$66.89	\$70.23	\$73.75	\$77.43	\$81.31	Hourly
0246	Senior Management Analyst (Confidential)	CON	895	\$8,850	\$9,293	\$9,758	\$10,246	\$10,758	\$11,296	\$11,861	Monthly
				\$106,200	\$111,516	\$117,096	\$122,952	\$129,096	\$135,552	\$142,332	Annual
				\$51.06	\$53.61	\$56.30	\$59.11	\$62.07	\$65.17	\$68.43	Hourly
0046	Systems & Programming Supervisor	CON	730	\$11,619	\$12,200	\$12,810	\$13,451	\$14,124	\$14,830	\$15,571	Monthly
				\$139,428	\$146,400	\$153,720	\$161,412	\$169,488	\$177,960	\$186,852	Annual
				\$67.03	\$70.38	\$73.90	\$77.60	\$81.48	\$85.56	\$89.83	Hourly

SECTION 5: Except as provided herein, all compensation, hours and other terms and conditions of employment presently enjoyed by Confidential employees shall remain in full force and effect unless changed subsequent to meetings between the City and representatives of the “Confidential” employees.

SECTION 6: The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as stipulated in the Memorandum of Understanding (MOU) with the Costa Mesa City Employees Association.

A. Classic Members - Employees Subject to the 2.5% @ 55 formula:

These employees will pay the full CalPERS member contribution equal to eight percent (8%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2.5%@55 formula pay 1% of compensation earnable pursuant to Government Code section 20516(a).

B. Classic Members - Employees Subject to the 2%@60 formula:

These employees will pay the full CalPERS member contribution equal to seven percent (7%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2%@60 formula pay 2% of compensation earnable pursuant to Government Code section 20516(a).

C. New Members - Employees Subject to the 2%@62 formula:

These employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan (rounded to the nearest quarter of one-percent), as defined by CalPERS in their annual valuation, through a payroll deduction. This amount is determined by CalPERS each year.

New member employees will cost share (pursuant to Government Code section 20516(f), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal nine percent (9%) of pensionable compensation.

SECTION 7. Employees including employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary and paid on a bi-weekly basis pursuant to subsections A or B below. The compensation in this section is special compensation and shall be reported as bilingual premium pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:

1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of his/her work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.
2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life or death nature.

3. The applicant can be understood with some repetition by a sympathetic native speaker.
4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.
5. Accuracy is required in the present tense and gender distinctions.
6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.
2. Core vocabulary of 600-1200 words.
3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.
4. Ability to interview the victim of a crime or accident or other situation involving a native speaker and conduct simple interrogations and investigations which could be of a life or death nature.
5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

SECTION 8: Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa City Employees Association shall also apply to "Confidential" unrepresented employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

SECTION 9. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 20th day of January, 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 is the original of Resolution No. 2026-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of January, 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 21st day of January, 2026.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2026-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE EXECUTIVE COMPENSATION PLAN AND EXECUTIVE SALARY SCHEDULE.**

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

WHEREAS, on November 19, 2024, the City Council adopted Resolution No. 2024-51 revising the pay ranges and benefits for job classifications in the Executive Salary Schedule; and

WHEREAS, the City Council desires to repeal and replace Resolution No. 2024-51 to revise the pay ranges and benefits for the classifications specified therein; and

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

SECTION 1. The Costa Mesa City Council previously established the Executive Compensation Plan to: 1) promote maximum commitment by City executives to objectives and standards of the City Council and City Manager; 2) establish a system in which compensation serves as an effective device for promoting better job performance; 3) foster the identification of an executive employee group and recognize the distinct character of executive jobs; and, 4) improve the City's ability to attract and retain outstanding executives.

SECTION 2. The following job classifications, placed under the Executive Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period including July 1, 2024. The rate of pay for individual executives may be anywhere within the monthly minimum and maximum salary steps.

APPOINTED AT-WILL EXECUTIVES										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0075	Assistant City Manager	810	\$17,284	\$18,148	\$19,055	\$20,008	\$21,008	\$22,058	\$23,161	Monthly
			\$207,408	\$217,776	\$228,660	\$240,096	\$252,096	\$264,696	\$277,932	Annual
			\$99.72	\$104.70	\$109.93	\$115.43	\$121.20	\$127.26	\$133.62	Hourly
0027	Deputy City Manager	853	\$13,819	\$14,510	\$15,235	\$15,997	\$16,797	\$17,637	\$18,519	Monthly
			\$165,828	\$174,120	\$182,820	\$191,964	\$201,564	\$211,644	\$222,228	Annual
			\$79.73	\$83.71	\$87.89	\$92.29	\$96.91	\$101.75	\$106.84	Hourly

APPOINTED AT-WILL SWORN DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0223	Fire Chief	793	\$16,915	\$17,761	\$18,649	\$19,581	\$20,560	\$21,588	\$22,667	Monthly
			\$202,980	\$213,132	\$223,788	\$234,972	\$246,720	\$259,056	\$272,004	Annual
			\$97.59	\$102.47	\$107.59	\$112.97	\$118.62	\$124.55	\$130.77	Hourly
0207	Police Chief	792	\$16,915	\$17,761	\$18,649	\$19,581	\$20,560	\$21,588	\$22,667	Monthly
			\$202,980	\$213,132	\$223,788	\$234,972	\$246,720	\$259,056	\$272,004	Annual
			\$97.59	\$102.47	\$107.59	\$112.97	\$118.62	\$124.55	\$130.77	Hourly
APPOINTED AT-WILL DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0080	Economic and Development Development Services Director	850	\$14,998	\$15,748	\$16,535	\$17,362	\$18,230	\$19,142	\$20,099	Monthly
			\$179,976	\$188,976	\$198,420	\$208,344	\$218,760	\$229,704	\$241,188	Annual
			\$86.53	\$90.85	\$95.39	\$100.17	\$105.17	\$110.43	\$115.96	Hourly
0069	Finance Director	772	\$15,022	\$15,773	\$16,562	\$17,390	\$18,260	\$19,173	\$20,132	Monthly
			\$180,264	\$189,276	\$198,744	\$208,680	\$219,120	\$230,076	\$241,584	Annual
			\$86.67	\$91.00	\$95.55	\$100.33	\$105.35	\$110.61	\$116.15	Hourly
0049	Information Technology Director	851	\$14,224	\$14,935	\$15,682	\$16,466	\$17,289	\$18,153	\$19,061	Monthly
			\$170,688	\$179,220	\$188,184	\$197,592	\$207,468	\$217,836	\$228,732	Annual
			\$82.06	\$86.16	\$90.47	\$95.00	\$99.74	\$104.73	\$109.97	Hourly
0306	Parks and Community Services Director	735	\$13,549	\$14,226	\$14,937	\$15,684	\$16,468	\$17,291	\$18,156	Monthly
			\$162,588	\$170,712	\$179,244	\$188,208	\$197,616	\$207,492	\$217,872	Annual
			\$78.17	\$82.07	\$86.18	\$90.48	\$95.01	\$99.76	\$104.75	Hourly
0117	Public Works Director	791	\$14,998	\$15,748	\$16,535	\$17,362	\$18,230	\$19,142	\$20,099	Monthly
			\$179,976	\$188,976	\$198,420	\$208,344	\$218,760	\$229,704	\$241,188	Annual
			\$86.53	\$90.85	\$95.39	\$100.17	\$105.17	\$110.43	\$115.96	Hourly
SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0222	Assistant Fire Chief (Operations)	859	\$14,595	\$15,325	\$16,091	\$16,896	\$17,741	\$18,628	\$19,559	Monthly
			\$175,140	\$183,900	\$193,092	\$202,752	\$212,892	\$223,536	\$234,708	Annual
			\$84.20	\$88.41	\$92.83	\$97.48	\$102.35	\$107.47	\$112.84	Hourly
0209	Deputy Police Chief	860	\$14,595	\$15,325	\$16,091	\$16,896	\$17,741	\$18,628	\$19,559	Monthly
			\$175,140	\$183,900	\$193,092	\$202,752	\$212,892	\$223,536	\$234,708	Annual
			\$84.20	\$88.41	\$92.83	\$97.48	\$102.35	\$107.47	\$112.84	Hourly

NON SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0224	Assistant Fire Chief (Fire Marshal / Community Risk Reduction)	860	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly

SECTION 3. The following job classifications, placed under the Executive Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period including July 1, 2025. The rate of pay for individual executives may be anywhere within the monthly minimum and maximum salary steps.

APPOINTED AT-WILL EXECUTIVES										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0075	Assistant City Manager	810	\$17,932	\$18,829	\$19,770	\$20,758	\$21,796	\$22,886	\$24,030	Monthly
			\$215,184	\$225,948	\$237,240	\$249,096	\$261,552	\$274,632	\$288,360	Annual
			\$103.45	\$108.63	\$114.06	\$119.76	\$125.75	\$132.03	\$138.63	Hourly
0027	Deputy City Manager	853	\$14,337	\$15,054	\$15,807	\$16,597	\$17,427	\$18,298	\$19,213	Monthly
			\$172,044	\$180,648	\$189,684	\$199,164	\$209,124	\$219,576	\$230,556	Annual
			\$82.71	\$86.85	\$91.19	\$95.75	\$100.54	\$105.57	\$110.84	Hourly
APPOINTED AT-WILL SWORN DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0223	Fire Chief	793	\$17,899	\$18,794	\$19,734	\$20,721	\$21,757	\$22,845	\$23,987	Monthly
			\$214,788	\$225,528	\$236,808	\$248,652	\$261,084	\$274,140	\$287,844	Annual
			\$103.26	\$108.43	\$113.85	\$119.54	\$125.52	\$131.80	\$138.39	Hourly
0207	Police Chief	792	\$17,899	\$18,794	\$19,734	\$20,721	\$21,757	\$22,845	\$23,987	Monthly
			\$214,788	\$225,528	\$236,808	\$248,652	\$261,084	\$274,140	\$287,844	Annual
			\$103.26	\$108.43	\$113.85	\$119.54	\$125.52	\$131.80	\$138.39	Hourly
APPOINTED AT-WILL DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0080	Economic and Development Development Services Director	850	\$15,560	\$16,338	\$17,155	\$18,013	\$18,914	\$19,860	\$20,853	Monthly
			\$186,720	\$196,056	\$205,860	\$216,156	\$226,968	\$238,320	\$250,236	Annual
			\$89.77	\$94.26	\$98.97	\$103.92	\$109.12	\$114.58	\$120.31	Hourly
0069	Finance Director	772	\$15,587	\$16,366	\$17,184	\$18,043	\$18,945	\$19,892	\$20,887	Monthly
			\$187,044	\$196,392	\$206,208	\$216,516	\$227,340	\$238,704	\$250,644	Annual
			\$89.93	\$94.42	\$99.14	\$104.09	\$109.30	\$114.76	\$120.50	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0049	Information Technology Director	851	\$14,757	\$15,495	\$16,270	\$17,083	\$17,937	\$18,834	\$19,776	Monthly
			\$177,084	\$185,940	\$195,240	\$204,996	\$215,244	\$226,008	\$237,312	Annual
			\$85.14	\$89.39	\$93.87	\$98.56	\$103.48	\$108.66	\$114.09	Hourly
0306	Parks and Community Services Director	735	\$14,056	\$14,759	\$15,497	\$16,272	\$17,086	\$17,940	\$18,837	Monthly
			\$168,672	\$177,108	\$185,964	\$195,264	\$205,032	\$215,280	\$226,044	Annual
			\$81.09	\$85.15	\$89.41	\$93.88	\$98.57	\$103.50	\$108.68	Hourly
0117	Public Works Director	791	\$15,560	\$16,338	\$17,155	\$18,013	\$18,914	\$19,860	\$20,853	Monthly
			\$186,720	\$196,056	\$205,860	\$216,156	\$226,968	\$238,320	\$250,236	Annual
			\$89.77	\$94.26	\$98.97	\$103.92	\$109.12	\$114.58	\$120.31	Hourly
SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0222	Assistant Fire Chief (Operations)	859	\$16,050	\$16,853	\$17,696	\$18,581	\$19,510	\$20,486	\$21,510	Monthly
			\$192,600	\$202,236	\$212,352	\$222,972	\$234,120	\$245,832	\$258,120	Annual
			\$92.60	\$97.23	\$102.09	\$107.20	\$112.56	\$118.19	\$124.10	Hourly
0209	Deputy Police Chief	860	\$16,050	\$16,853	\$17,696	\$18,581	\$19,510	\$20,486	\$21,510	Monthly
			\$192,600	\$202,236	\$212,352	\$222,972	\$234,120	\$245,832	\$258,120	Annual
			\$92.60	\$97.23	\$102.09	\$107.20	\$112.56	\$118.19	\$124.10	Hourly
NON SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0224	Assistant Fire Chief (Fire Marshal / Community Risk Reduction)	860	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly

SECTION 4. The following job classifications, placed under the Executive Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period including July 1, 2026. The rate of pay for individual executives may be anywhere within the monthly minimum and maximum salary steps.

APPOINTED AT-WILL EXECUTIVES										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0075	Assistant City Manager	810	\$18,560	\$19,488	\$20,462	\$21,485	\$22,559	\$23,687	\$24,871	Monthly
			\$222,720	\$233,856	\$245,544	\$257,820	\$270,708	\$284,244	\$298,452	Annual
			\$107.08	\$112.43	\$118.05	\$123.95	\$130.15	\$136.66	\$143.49	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0027	Deputy City Manager	853	\$14,838	\$15,580	\$16,359	\$17,177	\$18,036	\$18,938	\$19,885	Monthly
			\$178,056	\$186,960	\$196,308	\$206,124	\$216,432	\$227,256	\$238,620	Annual
			\$85.60	\$89.88	\$94.38	\$99.10	\$104.05	\$109.26	\$114.72	Hourly

APPOINTED AT-WILL SWORN DEPARTMENT DIRECTORS

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0223	Fire Chief	793	\$18,527	\$19,453	\$20,426	\$21,447	\$22,519	\$23,645	\$24,827	Monthly
			\$222,324	\$233,436	\$245,112	\$257,364	\$270,228	\$283,740	\$297,924	Annual
			\$106.89	\$112.23	\$117.84	\$123.73	\$129.92	\$136.41	\$143.23	Hourly
0207	Police Chief	792	\$18,527	\$19,453	\$20,426	\$21,447	\$22,519	\$23,645	\$24,827	Monthly
			\$222,324	\$233,436	\$245,112	\$257,364	\$270,228	\$283,740	\$297,924	Annual
			\$106.89	\$112.23	\$117.84	\$123.73	\$129.92	\$136.41	\$143.23	Hourly

APPOINTED AT-WILL DEPARTMENT DIRECTORS

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0080	Economic and Development Services Director	850	\$16,105	\$16,910	\$17,756	\$18,644	\$19,576	\$20,555	\$21,583	Monthly
			\$193,260	\$202,920	\$213,072	\$223,728	\$234,912	\$246,660	\$258,996	Annual
			\$92.91	\$97.56	\$102.44	\$107.56	\$112.94	\$118.59	\$124.52	Hourly
0069	Finance Director	772	\$16,132	\$16,939	\$17,786	\$18,675	\$19,609	\$20,589	\$21,618	Monthly
			\$193,584	\$203,268	\$213,432	\$224,100	\$235,308	\$247,068	\$259,416	Annual
			\$93.07	\$97.73	\$102.61	\$107.74	\$113.13	\$118.78	\$124.72	Hourly
0049	Information Technology Director	851	\$15,273	\$16,037	\$16,839	\$17,681	\$18,565	\$19,493	\$20,468	Monthly
			\$183,276	\$192,444	\$202,068	\$212,172	\$222,780	\$233,916	\$245,616	Annual
			\$88.11	\$92.52	\$97.15	\$102.01	\$107.11	\$112.46	\$118.08	Hourly
0306	Parks and Community Services Director	735	\$14,549	\$15,276	\$16,040	\$16,842	\$17,684	\$18,568	\$19,496	Monthly
			\$174,588	\$183,312	\$192,480	\$202,104	\$212,208	\$222,816	\$233,952	Annual
			\$83.94	\$88.13	\$92.54	\$97.17	\$102.02	\$107.12	\$112.48	Hourly
0117	Public Works Director	791	\$16,105	\$16,910	\$17,756	\$18,644	\$19,576	\$20,555	\$21,583	Monthly
			\$193,260	\$202,920	\$213,072	\$223,728	\$234,912	\$246,660	\$258,996	Annual
			\$92.91	\$97.56	\$102.44	\$107.56	\$112.94	\$118.59	\$124.52	Hourly

SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0222	Assistant Fire Chief (Operations)	859	\$16,612	\$17,443	\$18,315	\$19,231	\$20,193	\$21,203	\$22,263	Monthly
			\$199,344	\$209,316	\$219,780	\$230,772	\$242,316	\$254,436	\$267,156	Annual
			\$95.84	\$100.63	\$105.66	\$110.95	\$116.50	\$122.33	\$128.44	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0209	Deputy Police Chief	860	\$16,612	\$17,443	\$18,315	\$19,231	\$20,193	\$21,203	\$22,263	Monthly
			\$199,344	\$209,316	\$219,780	\$230,772	\$242,316	\$254,436	\$267,156	Annual
			\$95.84	\$100.63	\$105.66	\$110.95	\$116.50	\$122.33	\$128.44	Hourly
<u>NON SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE</u>										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0224	Assistant Fire Chief (Fire Marshal / Community Risk Reduction)	860	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
			\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
			\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly

SECTION 5. Except as expressly provided in the City Manager’s Employment Agreement, the City Manager shall receive the same benefits as the other Executives.

SECTION 6. Effective the payroll period that includes January 1, 2025, the City Manager is eligible to move to Step 4 in the salary range which equates to a three and three quarter percent (3.75%) base salary increase. Effective the payroll period that includes December 2, 2025, the City Manager’s salary range will be reset as follows.

Code	Class Title	Salary Plan	Grade	Step			
				3 Eff 1/1/24	4 Eff 1/1/25	1 Eff 12/2/25	
0076	City Manager	EXE	850	\$26,523	\$27,518.00	\$26,666.67	Monthly
				\$318,276	\$330,216	\$320,000	Annual
				\$153.02	\$158.76	\$153.85	Hourly

SECTION 7. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

7.1 CalPERS - Miscellaneous Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code section 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code section 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2.5%@55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to 20516(f) will be reduced from 1.531% to 0%.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2%@60 formula shall have their cost sharing per Government Code section 20516(f) reduced by 1% for a net contribution of two percent (2%).

B. New Members: Under PEPRA (see section 3.4 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

7.2 CalPERS - Safety Police Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in the CalPERS retirement plan provided for by Government Code section 21362.2, and commonly referred to as the 3% at age 50 retirement plan (“tier 1”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (3% @ 50) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

B. New Members: Under PEPRA (see section 3.4 below):

Effective April 16, 2017, the total contribution for PEPRA tier 2 (2.7% @ 57) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

7.3 CalPERS – Safety Fire Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code section 21362.2, and commonly referred to as the 3% at age 50 retirement plan (“tier 1”) or the 2% at 50 formula provided for by Government Code section 21362 (“tier 2”).

A. Classic Members

Effective June 21, 2020, the total contribution for tier 1 (3% @ 50) unit members will be 15% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 50) unit members will be 15% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 3%@50 formula shall have their cost sharing per Government Code section 20516(a) reduced by 2% for a net contribution of three percent (3%).

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2%@50 formula shall have their cost sharing per Government Code section 20516(f) reduced by 2% for a net contribution of three percent (3%).

B. New Members: Under PEPRA (see section 7.4 below):

Upon adoption of this resolution by the City Council, the total contribution for PEPRA tier 3 (2.7% @ 57) will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

7.4 THE CALIFORNIA PUBLIC EMPLOYEES’ PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code section 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to

the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are “new members” on and after January 1, 2013, shall be enrolled in the PEPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code section 7522.20), or 2.7% @ 57 for safety employees (Govt. Code section 7522.25(d)).

Members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than “compensation earnable” (Section 20636).

SECTION 8. The following classifications shall be provided with a City vehicle or monthly automobile allowance:

Assigned City Vehicle: City Manager, Fire Chief, Police Chief, Assistant Fire Chief, Deputy Police Chief

\$575 Monthly Automobile Allowance: Administrative Services Director, Assistant City Manager, Deputy City Manager, Economic and Development Services Director, Finance Director, Information Technology Director, Parks and Community Services Director, Public Works Director

In all situations, the City Manager has the sole discretion to grant, modify or deny use of a City vehicle or grant an allowance for employees covered by this resolution.

SECTION 9. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 10. With exception of the City Manager, a pay-for-performance evaluation and compensation system will be utilized for all employees in executive job classifications. All compensation increases for executives will be based upon continued meritorious service to the City.

SECTION 11. Effective the pay period that includes July 1, 2024, Executives and Managers are eligible to receive up to 10% in additional compensation for completing the following educational courses, certificates and degrees which enhance their ability to do their job or for completing Peace Officer Standard Training (POST) certifications:

<u>Certification/ Degree</u>	<u>Award</u>
P.O.S.T. Executive Certificate	5.0%
FBI Academy	2.5%
Command College	2.5%
CA State Fire Chief	5.0%
National Fire Academy - Executive Fire Officer	2.50%
Master's Degree	2.50%
P.O.S.T. Management Certificate	5.0%
CA State Chief Fire Officer	5.0%

Effective the pay period that includes July 1, 2025, Executives and Managers are eligible to receive up to 10% in additional compensation for completing the following educational courses, certificates and degrees which enhance their ability to do their job or for completing Peace Officer Standard Training (POST) certifications:

<u>Certification/ Degree</u>	<u>Award</u>
P.O.S.T. Management / Executive Certificate	10.0%
FBI Academy	2.5%
Command College	2.5%
CA State Fire Chief	5.0%
National Fire Academy - Executive Fire Officer	2.50%
P.O.S.T. Management Certificate	5.0%
CA State Chief Fire Officer	5.0%
Center for Public Safety Excellence (CPSE) Accreditation Manager	5.0%

Awards are based on a percentage of base salary and paid on a bi-weekly basis. Effective July 1, 2025, the maximum cumulative award payable to any employee shall not exceed 10.0% of base salary. To the extent permitted by law, the compensation in this section is special compensation and shall be reported as educational incentive or Peace Officer Standard Training (POST) Certificate Pay pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

The Human Resources Division and City Manager will review eligible certifications periodically to ensure compliance with updated POST and/or State regulations and requirements.

SECTION 12. Effective the payroll that includes July 1, 2024, Division Managers including Division Managers performing in an acting assignment who have been employed in a sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent) or in a sworn firefighting position (as defined in Government Code section 3251 or the out-of-state equivalent for twenty-five (25) years or more shall receive longevity pay of ten percent (10%) of employee's base salary.

Effective the payroll that includes July 1, 2025, Sworn Police Executives and Sworn Police Division Managers performing in an acting assignment who have been employed in a full-time equivalent sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent) or in a sworn firefighting position (as defined in Government Code section 3251 or the out-of-state equivalent for twenty (20) years or more shall receive longevity pay of twelve and one-half percent (12.5%) of employee's base salary.

The compensation in this section is special compensation and shall be reported as longevity pay pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

SECTION 13. Employees including employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary and paid on a bi-weekly basis, pursuant to subsections A or B below. The compensation in this section is special compensation and shall be reported as bilingual premium pursuant to Title 2 California Code of Regulations, sections 571 and 571.1.

- A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:
 - 1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of his/her work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.
 - 2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life or death nature.
 - 3. The applicant can be understood with some repetition by a sympathetic native speaker.
 - 4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.
 - 5. Accuracy is required in the present tense and gender distinctions.

6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.
2. Core vocabulary of 600-1200 words.
3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.
4. Ability to interview the victim of a crime or accident or other situation involving a native speaker and conduct simple interrogations and investigations which could be of a life or death nature.
5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

SECTION 14. The City provides uniforms for employees in the classification of Fire Chief, Police Chief, Assistant Fire Chief and Deputy Police Chief. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as special compensation (for those employees defined as “classic employees” by the Public Employees’ Pension Reform Act of 2013) for retirement calculation purposes and is currently reported as \$17 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for “Classic Employees” and shall be reported as Uniform Allowance pursuant to Title 2 California Code of Regulations, section 571.

SECTION 15. The following are the eleven (11) designated observed holidays:

New Year’s Day - January 1st
Martin Luther King, Jr - 3rd Monday in January
President’s Day - 3rd Monday in February
Memorial Day - Last Monday in May
Juneteenth Day - June 19th
Independence Day - 4th of July
Labor Day – 1st Monday in September
Veteran’s Day - November 11th
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving - Day after the 4th Thursday in November
Christmas Day - December 25th

In the event any of the above holidays fall on Saturday, the preceding Friday (or Thursday if the preceding Friday is a closure day) will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed.

- A. In addition to the eleven (11) holidays above, employees receive sixteen (16) floating holiday hours. Employees may schedule with their supervisor any time during the year to use the floating holiday hours. At the end of the calendar year, any remaining holiday hours will be cashed out. Employees hired after January 1st of each year are eligible for the 16 hours of floating holiday pay on a pro-rata basis during the calendar year based on the established City holiday schedule. If an employee separates from the service of the City and has used or been paid for floating holiday pay in advance of Lincoln's Birthday and/or California Admission Day, the City will deduct the cash value for the floating holiday benefits paid, but unearned, from the final paycheck.
- B. In order to be eligible for holiday pay for the eleven holidays above, an employee must either work or be on paid status the day immediately before, or after the holiday if scheduled.
- C. All employees who receive time off for the above listed holidays shall receive full pay.

Sworn Division Managers (Deputy Police Chief and Assistant Fire Chief) work without regard to holiday and shall be compensated for holiday time of 104 hours per calendar year. To the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, sections 571 and 571.1. Effective July 1, 2025, Sworn Division Managers (Deputy Police Chief and Assistant Fire Chief) will no longer be eligible for holiday pay or holiday hours. Sworn Division Managers who wish to take holidays off will be required to utilize personal leave.

SECTION 16. The City shall contribute an amount toward the executive flexible benefit plan bucket for the payment of premiums for affected employees and dependents under an IRS Section 125 Benefit Plan based upon the following criteria:

- Full family coverage for the PERS Platinum medical plan (or equivalent PERS PPO 90/10 plan) under the California Public Employees' Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- For Department Directors, Long Term Disability premium will be based upon the top step salary of the highest-salaried Department Director/Executive within the classified service
- For Division Managers, Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

The flex benefit amount is inclusive of CalPERS statutory minimum amount for each month. An employee who selects benefits which cost less than the dollars contributed by the City shall receive the remainder of the flexible benefit contribution in cash. Any

amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

SECTION 17. Employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee’s maximum accrual and regardless of the employee’s Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a “2 for 1” usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

Vacation Leave Cash-Out for 2026 and Thereafter - On or before December 31 of each calendar year, an employee may make an irrevocable election to cash out up to 212 hours of vacation leave which will be earned in the following calendar year at the employee’s base rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation he/she chooses to cash out. Employees who made an irrevocable election to cash out vacation (up to a maximum of 212 hours for the year) shall choose to be paid out during one or more of the following payroll periods:

- Payroll period which includes April 1st
- Payroll period which includes July 1st
- Payroll period which includes October 1st
- Final Payroll period of the calendar year.

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by the City Manager, there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 18. Employees covered by this resolution shall accrue 3.69 hours of sick leave per pay period into a Primary Sick Leave Bank. Sworn Fire Division Managers hired or promoted prior to the pay period including December 2, 2025 shall accrue 4.80 hours of sick leave per pay period. Sworn Police Division Managers hired or promoted prior to the pay period including December 2, 2025 shall accrue 4.0 hours of sick leave per pay period. Employees may accrue up to 480 hours of sick leave in a Primary Sick Leave Bank.

When an employee has 480 hours of sick leave in their Primary Sick Leave bank, their pay period accrual will be distributed in the following manner:

- A. At the employee's option, one-half of the benefit will be:
 - 1. Paid as monetary compensation to the employee at the employee's then current hourly base rate of pay or,
 - 2. Converted into vacation hours. If this option is chosen, the employee cannot accrue more than the maximum vacation hours as provided in the vacation hours article of this MOU.
- B. The remaining one-half benefit will be placed in the employee's Secondary Sick Leave Bank.

If an employee has a Secondary Sick Leave Bank, the first 40 hours of sick leave used per calendar year must be from this bank. Hours in this bank may also be used in the event of a verified non-industrial disability which has resulted in an absence from duty of at least 60 consecutive calendar days. In this event, sick leave in the Secondary Sick Leave Bank may be used for additional consecutive absences resulting from the disability; or it may be used to supplement LTD payments (so that the employee receives his/her full compensation) should the employee qualify for long term disability benefits. Additionally, an amount of sick leave equal to the hours used from the Primary Bank for said disability (i.e., if an employee is out for at least 60 days) may be transferred from the Secondary Bank to the Primary Bank provided that such transfer shall not result in there being in excess of 480 hours in the Primary Bank.

At the time of separation from the City, (unless terminated for cause) with a minimum of 20 years of continuous service, including/or if separation is by retirement (defined as having applied for retirement benefits from CalPERS), the employee shall have the option of:

- A. Being paid at his/her then current hourly rate for one-half of the sick leave accrued in both his/her Primary Sick Leave Bank, and Secondary Sick Leave Bank and the remaining one-half will be applied towards his or her service credit, or,
- B. The employee can choose to apply all credited time (both Banks) towards his or her service credit.

SECTION 19. The City shall grant Executive Leave to management personnel not to exceed forty (40) hours per payroll calendar year. The City Manager may grant up to an additional sixty (60) hours of Executive Leave each payroll calendar year.

SECTION 20. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Department Directors up to \$2,300 and Division Managers up to \$1,300 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development or support employee wellness, mental and physical health. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance and well-being. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Activities, materials, equipment or fees that promote employee wellness, mental and physical health
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has been incurred during the fiscal year for the executive employee only. Employee may not request reimbursement for any activities, materials, equipment or fees that have already been reimbursed through a Flexible Spending Account, Health Savings Account or similar program. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward

unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance with the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 21. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. Except as provided in the City Manager's Employment Agreement, Executives and Department Directors covered by the Executive Compensation Plan and executive salary schedule shall receive a \$15,000 annual contribution to the City's 401(a) plan. Division Managers covered by the Executive Compensation Plan and executive salary schedule shall receive 0.5% per pay period for those who elect to participate in the 401(a) plan. Effective January 1, 2026, the City Manager shall receive a \$50,000 annual contribution to the City's 401(a) plan. Beginning January 1, 2027, the 401(a) annual contribution shall increase by Five Thousand Dollars (\$5,000) per calendar year, subject to the maximum contribution limits allowed by federal law.

Except as provided in the City Manager's Employment Agreement, executives must make any and all 457 deferred compensation contributions. The City shall contribute to City Manager's 457 account the maximum annual contribution permitted, including applicable catch-up provisions.

SECTION 22. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 20th day of January, 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 is the original of Resolution No. 2026-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of January, 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 21st day of January, 2026.

Brenda Green, City Clerk

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA ADJUSTING THE RATES OF PAY AND BENEFITS FOR PART-TIME CLASSIFICATIONS.

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

WHEREAS, on June 18, 2019, the City Council adopted Resolution No. 19-33 revising the pay ranges for part-time job classifications; and

WHEREAS, on December 7, 2021, the City Council adopted Resolution No. 2021-52 revising pay ranges in the Community Services Leader and Lifeguard series; and

WHEREAS, on March 21, 2023, the City Council repealed and replaced Resolution No. 2021-52 with Resolution 2023-16 further revising pay ranges in the Community Services Leader and Lifeguard series; and

WHEREAS, on September 19, 2023, the City Council adopted Resolution No. 2023-48 revising pay ranges for and renaming the existing "Police Aide" as the "Police Cadet" classification; and

WHEREAS, on April 16, 2024, the City Council adopted Resolution No. 2024-12 revising pay ranges for Intern and establishing the new classification of Graduate Intern; and

WHEREAS, on August 8, 2024, the City Council adopted Resolution No. 2024-39 revising pay ranges for Police Reserve Officer; and

WHEREAS, on September 17, 2024, the City Council adopted Resolution No. 2024-41 establishing the new classification of Reserve Senior Public Safety Dispatcher; and

WHEREAS, the City Council desires to repeal and replace Resolutions No. 19-33, 2023-16, 2023-48, 2024-12, 2024-39 and 2024-41, to revise the pay ranges and benefits for the classifications specified herein; and

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

SECTION 1. The following pay ranges and hourly rates of pay for the identified job classifications are hereby established and placed under the Part-Time Salary Schedule effective the pay period which includes the date indicated in the table below. The hourly rate of pay may also be in increments between the hourly minimum and maximum pay step.

Class Code	Title	Grade	Eff Date	1	2	3	4	5	6	7	
0507	Community Services Leader	461	3/26/23	\$20.00	\$21.00	\$22.05	\$23.15	\$24.31			Hourly
0506	Senior Community Services Leader	497	3/26/23	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96			Hourly
0513	Instructor Lifeguard	455	3/26/23	\$20.00	\$21.00	\$22.05	\$23.15	\$24.31			Hourly
0505	Senior Lifeguard	477	3/26/23	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96			Hourly
0601	Intern	462	4/7/24	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96			Hourly
0603	Graduate Intern	329	4/7/24	\$25.00	\$26.25	\$27.56	\$28.94	\$30.39			Hourly
0702	Police Cadet	420	9/24/23	\$20.00	\$21.00	\$22.05	\$23.15	\$24.31			Hourly
0701	Police Reserve Officer	579	8/11/24	\$42.50							Hourly
0230	Reserve Senior Public Safety Dispatcher	528	7/1/25	\$36.44	\$38.26	\$40.17	\$42.18	\$44.29	\$46.50	\$48.83	Hourly
			1/1/26	\$37.17	\$39.03	\$40.98	\$43.03	\$45.18	\$47.44	\$49.81	Hourly
			4/1/26	\$37.92	\$39.82	\$41.81	\$43.90	\$46.09	\$48.39	\$50.81	Hourly
0540	Video Production Aide	581	7/1/25	\$23.00	\$24.15	\$25.36	\$26.63	\$27.96			Hourly

SECTION 2. The benefits set forth in this resolution shall apply to part-time employees working in the classifications identified above as well as part-time employees working in classifications listed in the Basic Salary Schedule.

SECTION 3. General leave is defined as leave accrued based on the amount of part-time hours worked. Once eligible, a part-time employee will accrue general leave as set forth below:

<u>Hours Worked/Years of Service</u>	<u>General Leave Hours Accrued per Hour Worked</u>
First 520 hours	0.034 hours
521 hours to 3.99 years of service	0.042 hours
4.00 to 8.99 years of service	0.084 hours
9.00 + years of service	0.168 hours

General leave can be used in lieu of regularly scheduled work hours for sick, vacation, or holiday time. Part-time employees may also “cash-out” a portion of said general leave. Payoff, cash-out and accrual will be subject to the limitations outlined in Administrative Regulation 2.36, the Part-Time Employees General Leave Program.

SECTION 4. Part-time employees participate in either the Public Agency Retirement System (PARS) or the California Public Employees Retirement System (CalPERS) based on eligibility. To the extent permitted by CalPERS, PARS and Internal Revenue Service (IRS) regulations, retirement contributions shall be implemented through payroll deductions on a pre-tax basis. Employees enrolled in PARS contribute 3.75% of salary with a matching City contribution. Employees enrolled in CalPERS shall contribute as follows:

(a) CalPERS – Classic Miscellaneous Members

Miscellaneous employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan

provided for by Government Code section 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan, or by Government Code section 21353, and commonly referred to as the 2% at age 60 retirement plan.

The total contribution for 2.5% @ 55 unit members will be 10.469% of compensation earnable. The total contribution for 2% @ 60 unit members will be 7% of compensation earnable.

(b) CalPERS – Classic Safety Members

Safety employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in the CalPERS retirement plan provided for by Government Code section 21362.2, and commonly referred to as the 3% at age 50 retirement plan.

The total contribution for 3% @ 50 unit members will be 14% of compensation earnable.

(c) CalPERS – New Members

Under the California Public Employees’ Pension Reform Act of 2013 (PEPRA), members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code section 7522.04, are enrolled in the CalPERS retirement plan provided for by Government Code section 7522.20 and commonly referred to as the 2% at age 62 retirement plan for miscellaneous employees, or by Government Code section 7522.25(d) and commonly referred to as the 2.7% at age 57 retirement plan for safety employees.

The total contribution for 2.7% @ 57 and 2% @ 62 “new members” is fifty percent (50%) of the total normal cost rate of the Defined Benefit Plan in which the “new member” is enrolled, rounded to the nearest quarter of one percent (1%). The amount of the normal cost rate will be as determined by CalPERS.

SECTION 5. Parks and Community Services Department employees assigned to positions requiring routine operation of a vehicle requiring a valid California Commercial Driver’s License shall receive an annual \$500 incentive bonus, subject to the following criteria:

- (a) Eligibility - The employee must meet all of the following in order to be eligible for the annual bonus incentive:
 - (i) Employee must be assigned to a position requiring routine operation of a vehicle requiring a valid California Commercial Driver’s License.
 - (ii) As a condition of employment, employee must obtain and maintain the required California Commercial Driver’s License and passenger endorsement (“P”). Employee must ensure a current copy of the driver’s license is on file with the City.

- (iii) Employee must have successfully passed the California Department of Motor Vehicles (DMV) medical examination. Employee must ensure a current copy of the DMV medical certification is on file with the City.
- (b) Payment of Annual Incentive - Eligible employees will receive this annual incentive bonus on their respective anniversary date. This pay is special compensation for employees enrolled in CalPERS and shall be reported as Special Class Driver's License Pay pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.
- (c) Lapse of License - Any eligible employee assigned to a position requiring routine operation of a vehicle requiring a valid California Commercial Driver's License who allows his/her California Commercial Driver's License to lapse may be subject to discipline up to and including termination. Any annual incentive bonus to be paid on the employee's next anniversary date will be reduced on a prorated basis to reflect the period during which the license lapsed.
- (d) DOT Drug and Alcohol Testing Regulations - Eligible employees assigned to positions requiring routine operation of a vehicle requiring a valid California Commercial Driver's License will be subject to the DOT Drug and Alcohol Testing Regulations and the City's Drug & Alcohol Policy adopted pursuant to the DOT Regulations.
- (e) DMV Physical Fees - The cost of the DMV physical/medical examination will be scheduled and paid by the City, provided such exam is performed by the City's designated provider/physician.

SECTION 6. Employees who possess an Emergency Medical Dispatch Certification (EMD), shall receive 5% of the employee's base salary on a bi-weekly basis. This pay is special compensation for employees enrolled in CalPERS and shall be reported as Educational Incentive pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

SECTION 7. Employees who meet the Police Department established standards and are routinely and consistently assigned as a Public Safety Dispatch Training Officer shall receive 12.5% of base salary while so assigned. This pay is special compensation for employees enrolled in CalPERS and shall be reported as Training Premium pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

SECTION 8. The City is subject to local, state and federal minimum wage laws. As the minimum wage rate increases, part-time employees will be paid at either the minimum wage rate, or placed at the salary step closest to but higher than minimum wage, whichever is greater.

SECTION 9. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 20th day of January, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

Kimberly Hall Barlow, City Attorney

I, **BRENDA GREEN**, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2026-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of January, 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 21st day of January, 2026.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA REVISING THE PAY RANGES AND ESTABLISHING BENEFITS FOR THE POLICE RECRUIT CLASSIFICATION

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

WHEREAS, the City employs part-time Police Recruits who attend a Peace Officer Standards and Training (P.O.S.T) certified police academy in preparation to assume the responsibilities of a police officer upon successful completion of the police academy; and

WHEREAS, on August 6, 2024, the City Council adopted Resolution No. 2024-38, increasing the payrate and providing benefits for un-represented Police Recruits and converting Police Recruits to full-time status; and

WHEREAS, the City Council desires to repeal and replace Resolution No. 2024-38 to revise the pay ranges for the classification specified herein: and

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

SECTION 1. The following pay ranges and monthly rates of pay for the identified job classification are hereby established and placed under the Police Recruit Salary Schedule effective the pay period that includes July 1, 2025.

Class Code	Class Title	Salary Plan	Grade	Step 1	
0709	Police Recruit	PDR	575	7054	Monthly
				\$84,648	Annual
				\$40.70	Hourly

SECTION 2: The Police Recruit classification will maintain a 16.30% salary differential with Step 1 of the Police Officer classification.

SECTION 3: The fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa Police Association shall also apply to unrepresented Police Recruits except as noted below.

SECTION 4: The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees. Employees will contribute towards the employee and employer contribution as follows

A. Classic Members - Employees Subject to the 2.5% @ 55 formula:

These employees will pay the full CalPERS member contribution equal to eight percent (8%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of

compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2.5%@55 formula pay 1% of compensation earnable pursuant to Government Code section 20516(a).

B. Classic Members - Employees Subject to the 2%@60 formula:

These employees will pay the full CalPERS member contribution equal to seven percent (7%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

Classic member employees subject to the 2%@60 formula pay 2% of compensation earnable pursuant to Government Code section 20516(a).

C. New Members - Employees Subject to the 2%@62 formula:

These employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan (rounded to the nearest quarter of one-percent), as defined by CalPERS in their annual valuation, through a payroll deduction. This amount is determined by CalPERS each year.

New member employees will cost share (pursuant to Government Code section 20516(f), a percentage of pensionable compensation that when combined with the payment of their employee/member contribution will equal nine percent (9%) of pensionable compensation.

SECTION 5. Upon successful completion of the Police Academy, a Police Recruit will promote to Police Officer and be subject to the CMPA MOU and an eighteen-month probationary period, starting from the date of promotion.

SECTION 6. Police Recruits are eligible for the Long Term Disability benefit provided to non-safety employees after thirty (30) days. Upon successful completion of the Police Academy and promotion to Police Officer, employee will be eligible for the Long Term Disability benefit provided to safety employees covered under the CMPA MOU.

SECTION 7. The CMPA discipline procedure, including any rights stemming from the Police Officer Bill of Rights do not apply to Police Recruits.

SECTION 8. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 20th day of January, 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 is the original of Resolution No. 2026-XX and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 20th day of January, 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 21st day of January, 2026.

Brenda Green, City Clerk

(SEAL)