



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda - Final Amended

Tuesday, October 21, 2025

6:00 PM

**City Council Chambers
77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"
4:00 P.M. Closed Session**

Announcements:

The scheduled Public Hearing for 2301 Newport Blvd (Culture Cannabis Club) has been cancelled as the appeal has been withdrawn by the applicant.

Closed Session items have been added to the agenda.

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE
Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

Favor de comunicarse con la Secretaria Municipal al (714) 754-5225 para solicitar servicios de interpretación de idioma para las juntas de la Ciudad. Se pide notificación por lo mínimo 48 horas de anticipación, esto permite que la Ciudad haga los arreglos necesarios.

Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at youtube.com/costamesatv.

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

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

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not 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: (For both 4:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85836874544?pwd=bgiCjbR6SJL20SiG9Abg2PBTwwwvbK.1>

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

Enter Webinar ID: 858 3687 4544/ Password: 819081

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

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)
Call: 1 669 900 6833 Enter Webinar ID: 858 3687 4544/ Password: 819081
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].

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Ohio House, LLC v. City of Costa Mesa, USDC, Central District of CA,
Case No. 8:19 cv 01710 DOC (KESx)
3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa,
U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE
4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Schaefer v. City of Costa Mesa
Orange County Superior Court Case No. 30-2022-01286737-CU-PO-CJC
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-CU-OR-CJC
6. 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

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7. 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
 8. 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
 9. 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
 10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8
APN: 424-211-01; Property: 695 W. 19th Street, Costa Mesa, CA 92627
Agency Negotiators: Cecilia Gallardo-Daly, Interim City Manager
Negotiating Parties: Jamboree Housing
Under Negotiation: Price and Terms of Payment

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

OCTOBER 21, 2025 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
Interim City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

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

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

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

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

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

1. [**PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 25-545 ORDINANCES AND RESOLUTIONS**](#)

RECOMMENDATION:

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

2. [**ADOPTION OF WARRANT RESOLUTION**](#) [**25-529**](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2742.

Attachments: [1. Summary Check Registration 9-26-2025](#)

3. **MINUTES** **25-547**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of September 16, 2025.

Attachments: [1. 09-16-2025 Draft Minutes](#)

4. **PROFESSIONAL SERVICES AGREEMENT FOR UPGRADING THE CITY'S PHONE SYSTEM** **25-528**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of OMNIA Partners, Public Sector National Cooperative Agreement No. 01-125 with Merrill & Associates for the City's analog phone system upgrade.
2. Approve and authorize the Statement of Work (Attachment 1) to Merrill & Associates, an Avaya value-added reseller (VAR) (Attachment 4), for the upgrade of the City's analog phone system from v6.0.1 to v10.2 for an amount not to exceed (NTE) \$275,754.
3. Approve and authorize a ten percent (10%) contingency in the amount of \$27,575 for unforeseen costs related to the project.
4. Approve and authorize an annual subscription and support services in an amount of \$70,069 for a term of one year (Attachment 2). Subscription services will begin after the completion of installation and will be subject to price increase based on an increase in the Consumer Price Index (CPI) for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, which would be determined using the November index for the current year and the November index for the preceding year.
5. Authorize the Interim City Manager, or designee, and the City Clerk to execute the Professional Services Agreement (Attachment 3) for a total amount of \$373,398 for implementation and one-year subscription, maintenance, and support.

Attachments: [1. Merrill Avaya SOW](#)
[2. Merrill Avaya Annual Subscription Quote](#)
[3. Merrill PSA](#)
[4. Merrill VAR Letter](#)

5. [ACCEPTANCE AND ALLOCATION OF THE 2025-26 OFFICE OF 25-535
TRAFFIC SAFETY GRANT FOR THE SELECTIVE TRAFFIC
ENFORCEMENT PROGRAM](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2025-XX, which ratifies the application for a grant award from the State of California - Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and authorize the Interim City Manager or designee to execute the grant documents, including the Grant Agreement, and accept and administer the grant.
2. Approve revenue and expense appropriations in the amount of \$280,000, for the Fiscal Year 2025-26 OTS STEP Grant for a grant period from October 1, 2025 through September 30, 2026.

Attachments: [1. Grant Agreement](#)
[2. Resolution No. 2025-XX OTS STEP Grant](#)

**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. [**FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN DRAFT 25-442
PREFERRED LAND USE PLAN - REVIEW AND RECOMMENDATION**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt City Council Resolution No. 2025-XX to confirm Planning Commission recommendation for a Draft Preferred Land Use Plan for the Fairview Developmental Center (FDC) Specific Plan and scope of environmental study, without committing the City to a specific course of action on the Specific Plan.
2. Provide direction to staff regarding a feasibility analysis of potential land uses for Harbor Frontage

Attachments: [Agenda Report](#)

- [1. Draft Resolution](#)
- [2. Planning Commission Resolution](#)
- [3. Planning Commission Report 08-25-25](#)

OLD BUSINESS: NONE.

NEW BUSINESS:

1. [AWARD OF THE KETCHUM-LIBOLT PARK EXPANSION AND IMPROVEMENT PROJECT, CITY PROJECT NO. 25-07, 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 Ketchum-Libolt Park Expansion and Improvement Project, City Project No. 25-07.
3. Award a Public Works Agreement (PWA) for construction to Elegant Construction, Inc., 15375 Barranca Parkway, Suite J-103, Irvine, California 92618, in the amount of \$2,527,737 (base bid only) and authorize a ten percent (10%) contingency in the amount of \$252,774 for unforeseen costs related to this project.
4. Authorize the Interim City Manager and the City Clerk to execute the PWA with Elegant 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. Bid Results](#)
[2. PWA](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-545

Meeting Date: 10/21/2025

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-529

Meeting Date: 10/21/2025

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

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

RECOMMENDATION:

City Council approve Warrant Resolution No. 2742.

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. 25-20 On Cycle for \$4,095,688.39, and City operating expenses for \$1,361,341.34.

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255521	09/23/25	P	Tyler Technologies Inc	0000027279	201,996.37
		Line Description: SOFTWARE MAINTENANCE - ENERGOV			
					TOTAL \$201,996.37

0. *

201,996.37 +
 1,072,563.05 +
 1,072,563.05 -
 1,233.16 +
 85,548.76 +
 4,405.63 +
 1,068,157.42 +
 1,361,341.34 *

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255595	09/26/25	P	Bracken's Kitchen Inc	0000029468	19,676.06
			Line Description: CMBS Meals 8/25-9/7/25		
0255596	09/26/25	P	CALIBA INC	0000030848	180,122.62
			Line Description: Retention Proj 23-24/210013		
			FS4 Trng Facility 23-04/210013		
0255597	09/26/25	P	County of Orange	0000007209	91,955.22
			Line Description: 800 Mhz 7/1-9/30/25		
0255598	09/26/25	P	Dudek	0000011416	149,404.91
			Line Description: Consulting Svs 6/28-7/25/25		
			CAAP Consulting Svs July 25		
			Consulting Svs 7/26-8/22/25		
0255599	09/26/25	P	Executive Facilities Services Inc	0000029510	161,224.47
			Line Description: Janitorial Services - BCC		
			Janitorial Services - DRC		
			Janitorial Services - NHCC		
			Janitorial Services - FS1-6		
			Janitorial Services - Bridge S		
			Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - PD Commu		
			Janitorial Services - Police S		
			Janitorial Services - Senior C		
			Janitorial Services - All Othe		
			Janitorial Services - Fairview		
			Janitorial Services - PD		
			Janitorial Services - BCC		
			Janitorial Services - DRC		
			Janitorial Services - NHCC		
			Janitorial Services - FS1-6		
			Janitorial Services - Bridge S		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
			Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - PD		
			Janitorial Services - Fairview		
			Janitorial Services - All Othe		
			Janitorial Services - PD Commu		
			Janitorial Services - Senior C		
			Janitorial Services - Police S		
			Janitorial Services - PD Commu		
			Janitorial Services - Corp Yar		
			Janitorial Services - City Hal		
			Janitorial Services - Bridge S		
			Janitorial Services - FS1-6		
			Janitorial Services - NHCC		
			Janitorial Services - DRC		
			Janitorial Services - BCC		
			Janitorial Services - PD		
			Janitorial Services - Police S		
			Janitorial Services - Senior C		
			Janitorial Services - All Othe		
			Janitorial Services - Fairview		
0255600	09/26/25	P	Gensler	0000031100	68,698.75
			<i>Line Description:</i> July 25		
0255601	09/26/25	P	Kimley Horn & Associates Inc	0000005251	18,546.34
			<i>Line Description:</i> Signal Modernization for Syste		
0255602	09/26/25	P	Locality Media Inc	0000031441	15,900.00
			<i>Line Description:</i> CAD INTEGRATION		
0255603	09/26/25	P	Onward Engineering	0000003212	28,113.80
			<i>Line Description:</i> Fairview Road AT Improvements		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255604	09/26/25	P	Performance Truck Repair Inc	0000030587	17,288.79
			Line Description: 528 Engine Repair		
0255605	09/26/25	P	Pinnacle Petroleum, Inc	0000029315	23,913.76
			Line Description: PD Unleaded Fuel Tank #7		
0255606	09/26/25	P	STV Construction Inc	0000024848	36,453.00
			Line Description: Fire Station No 4 Training Tow		
			Fire Station 4 Training Tower		
			Fire Station 4 Training Tower		
0255607	09/26/25	P	West Coast Arborists Inc	0000004498	26,415.00
			Line Description: Tree Maint Srvs 8/16-8/31/25		
			Tree Maint Srvs 8/16-8/31		
0255608	09/26/25	P	AT & T	0000001107	165.99
			Line Description: 911 Cama Trunks		
0255609	09/26/25	P	AT & T	0000001107	3,567.81
			Line Description: 800 Mhz Radio Link		
			Smallwood Park		
			Wakeham Park		
			Estancia Park		
			Outgoing Trunk Line		
			DID Trunk Line		
			PD Emergency Line		
			TeWinkle Park		
			Cool Line for PD		
			DRC Alarm		
			IT Computer Room		
0255610	09/26/25	P	AT & T	0000001107	117.70

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Internet-Fleet Svs		
0255611	09/26/25	P	Advantage Color Graphics	0000025397	5,064.13
			Line Description: Printing Svs-CW Rezoning Proj		
0255612	09/26/25	P	Alliant Insurance Services Inc	0000017608	560.00
			Line Description: Ins-SMART Camp Instructors 2		
			Ins-SMART Camp Instructors 1		
0255613	09/26/25	P	Angel Auto Spa LLC	0000027465	5,506.27
			Line Description: City Car Washes Aug 25		
			CMPD Car Washes Aug 25		
0255614	09/26/25	P	BCS Consultants	0000029856	1,846.41
			Line Description: Verkada Solar Cameras		
0255615	09/26/25	P	Bernard King	0000031254	370.00
			Line Description: Rental Assistance- T Evergreen		
0255616	09/26/25	P	Bound Tree Medical LLC	0000011695	5,761.61
			Line Description: EMS Supplies		
			EMS Supplies		
			EMS Supplies		
0255617	09/26/25	P	BrightView Landscape Services Inc	0000026055	7,689.90
			Line Description: Repair Leak Backflow-885 Park		
			Relocation of Art Display-CH		
0255618	09/26/25	P	CR & R Inc	0000000023	17.87
			Line Description: Late Fee Waste Svc-957 Sonora		
			Late Fee-Waste Svc-745 Shalima		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255619	09/26/25	P	CSG Consultants Inc	0000001887	8,827.69
			Line Description: Consulting Svs August 25		
0255620	09/26/25	P	California Forensic Phlebotomy Inc	0000001500	2,877.00
			Line Description: Blood Draw Svc Aug 25		
0255621	09/26/25	P	Cindys Jumpers LLC	0000029874	1,461.00
			Line Description: INFLATABLE RENTALS		
0255622	09/26/25	P	Cintas Corporation #640	0000023262	306.29
			Line Description: KITCHEN CLEANING SUPP Aug 25		
0255623	09/26/25	P	Community Controls	0000020782	1,443.95
			Line Description: FS#4-Install New Loop Wires		
0255624	09/26/25	P	CoreLogic Information Solutions Inc	0000004774	2.18
			Line Description: PROPERTY RELATED DATA & REPORT		
0255625	09/26/25	P	Costa Mesa Lock & Key	0000001817	2,775.05
			Line Description: Dupe Keys/Remove,Replace Locks CH Basement-Keypad Cylin Locks		
0255626	09/26/25	P	County of Orange	0000003486	3,279.00
			Line Description: AFIS Fees August 2025		
0255627	09/26/25	P	Daniels Tire Service	0000001922	2,908.53
			Line Description: Warehouse Automotive Stock-Tir		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255628	09/26/25	P	Demetrius Mayhand	0000030111	105.00
			Line Description: Basketball Referee		
0255629	09/26/25	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	125.00
			Line Description: Fire Plan Check Svs 8/27/25		
0255630	09/26/25	P	Descanso Restaurant	0000031515	1,454.63
			Line Description: Refreshments-HHM Celeb Day		
0255631	09/26/25	P	Endemic Environmental Services Inc	0000021277	14,183.54
			Line Description: FVP Wetlands Maint/Rehab		
0255632	09/26/25	P	Entenmann Rovin Company	0000002130	449.15
			Line Description: Records Supervisor Badge Flat Badge		
0255633	09/26/25	P	Environmental Science Associates	0000024040	624.00
			Line Description: Bear St Consulting Svs July 25		
0255634	09/26/25	P	FM Thomas Air Conditioning Inc	0000017151	5,481.38
			Line Description: HVAC Parts & Supplies - July S		
0255635	09/26/25	P	FireStats LLC	0000026188	1,250.00
			Line Description: Firestats Data July 2025		
0255636	09/26/25	P	G & W Towing	0000002289	242.00
			Line Description: 770-Tow Svc 752-Tow Svc		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255637	09/26/25	P	Galls LLC	0000002297	1,415.05
		<i>Line Description:</i>	Uniform- M. Working Metal Insignia Gloves for Traffic		
0255638	09/26/25	P	Grainger	0000002393	1,308.41
		<i>Line Description:</i>	Warehouse Floor Stock-Battery Warehouse Floor Stock-Battery Shop Tool-Circuit Tester		
0255639	09/26/25	P	Haaker Equipment Company	0000002433	594.84
		<i>Line Description:</i>	Read Door Seal		
0255640	09/26/25	P	Hinderliter De Llamas & Associates	0000002537	4,000.00
		<i>Line Description:</i>	Cannabis Inspections		
0255641	09/26/25	P	International Code Council Inc	0000011842	735.00
		<i>Line Description:</i>	Citywide Membership		
0255642	09/26/25	P	Interwest Consulting Group Inc	0000021505	1,857.35
		<i>Line Description:</i>	CM Srvs Adams Pinecreek Inters		
0255643	09/26/25	P	Irv Seaver Motorcycles	0000010272	287.52
		<i>Line Description:</i>	635-Front TPM		
0255644	09/26/25	P	Johnson Controls Fire Protection LP	0000026089	3,171.63
		<i>Line Description:</i>	PD Helicopter Pad-5 Year Inspe PD-Service Call		
0255645	09/26/25	P	Kabbara Engineering	0000002795	8,245.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 2024 Alley Rehab Project		
0255646	09/26/25	P	LEAF PRIOR BILLED BY FLOWATER	0000029719	320.04
			Line Description: Water Filtration System & Filt		
0255647	09/26/25	P	LGC Geotechnical Inc	0000031480	8,550.00
			Line Description: Geotechnical Services - City P		
0255648	09/26/25	P	LN Curtis & Sons	0000002983	7,221.95
			Line Description: Fire Apparel SHIPPING 5 GALLON PHAIL SALES TAX (7.75%) Fightfighting Equipment (FFE) Fightfighting Equipment (FFE)		
0255649	09/26/25	P	Los Angeles Times	0000003000	2,947.52
			Line Description: Legal Publications		
0255650	09/26/25	P	Marlin Leasing Corporation	0000031369	3,935.76
			Line Description: COPIER LEASE		
0255651	09/26/25	P	Melad & Associates	0000005068	842.40
			Line Description: Fire Sprinkler Systems		
0255652	09/26/25	P	Mitsubishi Electric Power Products, Inc.	0000029956	5,570.24
			Line Description: FREIGHT-IN SALES TAX (7.75%) REMOVAL AND DISPOSAL EATON 9PXM SERIES-BATTERY MODU		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255653	09/26/25	P	NeWave Construction Inc	0000024108	1,971.00
			Line Description: Relocation of dryer vent @ Bri		
0255654	09/26/25	P	Orange Coast Plumbing Inc	0000009431	1,795.00
			Line Description: FS 1 Service Call		
0255655	09/26/25	P	Orchard View Senior LP	0000031199	120.00
			Line Description: Rental Assistance-H Kuhn		
0255656	09/26/25	P	PR Security Service	0000031443	1,625.00
			Line Description: PUBLIC RELATIONS SERVICES		
0255657	09/26/25	P	Pacific Symphony	0000030109	9,023.00
			Line Description: TICKETS		
0255658	09/26/25	P	Park Stanton Place	0000031385	500.00
			Line Description: Rental Assistance-L Elman		
0255659	09/26/25	P	Park Stanton Place	0000031385	500.00
			Line Description: Rental Assistance-K Flynn		
0255660	09/26/25	P	Post Alarm Systems Inc	0000026907	82.44
			Line Description: Fire Alarm System Oct 25		
0255661	09/26/25	P	Priority Landscape Services LLC	0000026592	5,952.00
			Line Description: Fairview Park Maint Aug 2025 Citywide Young Tree Care Aug25		
0255662	09/26/25	P	Prosurface Inc	0000029488	11,995.00

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Install Fencing for the pickle		
0255663	09/26/25	P	Prudential Overall Supply	0000025480	317.12
			Line Description: Towel Service Aug 2025		
0255664	09/26/25	P	RPW Services Inc	0000012440	3,070.00
			Line Description: Rodent Control City Garden Citywide Weed Control		
0255665	09/26/25	P	Red Wing Business Advantage Account	0000003772	1,700.75
			Line Description: Boots-Bryan Tellez Safety Shoes Henry Granados Safety Shoes Emilio Soto Safety Shoes Angel Garcia Safety Shoes Jose Gutierrez Safety Shoes Enqirue Gomez Safety Shoes Cristina Oquendo Safety Shoes Greg Gonzalez		
0255666	09/26/25	P	Scott Fazekas & Associates Inc	0000003961	4,882.81
			Line Description: Consulting Plan Check Srvs		
0255667	09/26/25	P	Sims Orange Welding Supply Inc	0000004030	109.56
			Line Description: Shop-Welding Supplies		
0255668	09/26/25	P	SizeUp Inc	0000027101	4,995.00
			Line Description: WEB-BASED SUBSCRIPTION SOFTWARE		
0255669	09/26/25	P	South Coast Air Quality Mgmt District	0000003939	736.57
			Line Description: FS 5 Emissions Fee FS 5 Annual Renewal		

SUMMARY CHECK REGISTER

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0255670	09/26/25	P	South Coast Electrical Inc	0000031322	3,435.00
		<i>Line Description:</i>	BATTERY REPLACEMENT LABOR SERVICE TRUCK FEE BATTERY REPLACEMENT MATERIALS		
0255671	09/26/25	P	Southern California Edison Company	0000004088	5,114.28
		<i>Line Description:</i>	2783 Bristol 8/18-9/16/25 1040 Paularino 8/18-9/16/25 2917-3171 RedHill 8/11-9/17/25 2612 Harbor 8/15-9/15/25 1071 Bristol 8/19-9/17/25 2944 Bristol 8/15-9/15/25 2704 Harbor 8/21-9/21/25 Medians Aug 25 401 Broadway 8/15-9/15/25 199 Broadway 8/15-9/15/25 FS#1 8/21-9/21/25		
0255672	09/26/25	P	State of California Dept of Justice	0000001534	782.00
		<i>Line Description:</i>	Livescan/Fingerprinting Servic		
0255673	09/26/25	P	Terrell Thorogood	0000030424	157.50
		<i>Line Description:</i>	Basketball Referee		
0255674	09/26/25	P	The Code Group Inc	0000025073	500.00
		<i>Line Description:</i>	Consulting Plan Check Srvs		
0255675	09/26/25	P	The Counseling Team International	0000026352	1,450.00
		<i>Line Description:</i>	Counseling Srvs Aug 2025		
0255676	09/26/25	P	The Solis Group	0000030649	1,275.00

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Citywide Pkwy Street Rehab		
0255677	09/26/25	P	Townsend Public Affairs Inc	0000021510	6,825.00
			<i>Line Description:</i> Consulting & Grant Writing		
0255678	09/26/25	P	Travis Castro	0000031492	1,500.00
			<i>Line Description:</i> Refund FZ-21-0230		
0255679	09/26/25	P	Triton Technology Solutions Inc	0000021687	5,000.00
			<i>Line Description:</i> Replace Equipment in Chamber		
0255680	09/26/25	P	United Site Services of California Inc	0000015552	298.02
			<i>Line Description:</i> Portable Toilet Svcs 6/18-7/15		
			Portable Toilet Svcs 6/18-7/15		
			Portable Toilet Svcs 7/16-8/12		
			Portable Toilet Svcs 7/16-8/12		
0255681	09/26/25	P	Verizon Wireless	0000008717	6,493.40
			<i>Line Description:</i> PD Cell Phone 7/16-8/15		
			WIRELESS PHONE 8/18-9/17/25		
			FIRE IPADS 7/18-8/17		
0255682	09/26/25	P	Versaterm Public Safety US, Inc	0000031027	6,152.50
			<i>Line Description:</i> IAPRO NEXTGEN LICENSE SUPPORT		
			BLUETEAM NEXTGEN LICENSE SUPPO		
0255683	09/26/25	P	Yunex LLC	0000029573	9,432.62
			<i>Line Description:</i> Susan&Sunflower IISNS Installa		
			Fairview and Newport Signal Kn		
0255684	09/26/25	P	Zumar Industries Inc	0000004622	7,593.97

TOTAL \$1,072,563.05

End of Report

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Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255595	9/25/2025	V	Bracken's Kitchen Inc	0000029468	09/26/25	(19,676.06)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255596	9/25/2025	V	CALIBA INC	0000030848	09/26/25	(180,122.62)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255597	9/25/2025	V	County of Orange	0000007209	09/26/25	(91,955.22)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255598	9/25/2025	V	Dudek	0000011416	09/26/25	(149,404.91)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255599	9/25/2025	V	Executive Facilities Services Inc	0000029510	09/26/25	(161,224.47)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255600	9/25/2025	V	Gensler	0000031100	09/26/25	(68,698.75)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255601	9/25/2025	V	Kimley Horn & Associates Inc	0000005251	09/26/25	(18,546.34)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255602	9/25/2025	V	Locality Media Inc	0000031441	09/26/25	(15,900.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255603	9/25/2025	V	Onward Engineering	0000003212	09/26/25	(28,113.80)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			

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<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>
0255604	9/25/2025	V	Performance Truck Repair Inc	0000030587	09/26/25	(17,288.79)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255605	9/25/2025	V	Pinnacle Petroleum, Inc	0000029315	09/26/25	(23,913.76)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255606	9/25/2025	V	STV Construction Inc	0000024848	09/26/25	(36,453.00)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255607	9/25/2025	V	West Coast Arborists Inc	0000004498	09/26/25	(26,415.00)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255608	9/25/2025	V	AT & T	0000001107	09/26/25	(165.99)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255609	9/25/2025	V	AT & T	0000001107	09/26/25	(3,567.81)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255610	9/25/2025	V	AT & T	0000001107	09/26/25	(117.70)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255611	9/25/2025	V	Advantage Color Graphics	0000025397	09/26/25	(5,064.13)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255612	9/25/2025	V	Alliant Insurance Services Inc	0000017608	09/26/25	(560.00)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			

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Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255613	9/25/2025	V	Angel Auto Spa LLC	0000027465	09/26/25	(5,506.27)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255614	9/25/2025	V	BCS Consultants	0000029856	09/26/25	(1,846.41)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255615	9/26/2025	V	Bernard King	0000031254	09/26/25	(370.00)
			Line Description: 9/25/25 check did not populate V&R			
0255616	9/25/2025	V	Bound Tree Medical LLC	0000011695	09/26/25	(5,761.61)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255617	9/25/2025	V	BrightView Landscape Services Inc	0000026055	09/26/25	(7,689.90)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255618	9/25/2025	V	CR & R Inc	0000000023	09/26/25	(17.87)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255619	9/25/2025	V	CSG Consultants Inc	0000001887	09/26/25	(8,827.69)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255620	9/25/2025	V	California Forensic Phlebotomy Inc	0000001500	09/26/25	(2,877.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255621	9/25/2025	V	Cindys Jumpers LLC	0000029874	09/26/25	(1,461.00)
			Line Description: 9/25/25 check did not populate V&R			

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Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255622	9/25/2025	V	Cintas Corporation #640	0000023262	09/26/25	(306.29)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255623	9/25/2025	V	Community Controls	0000020782	09/26/25	(1,443.95)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255624	9/25/2025	V	CoreLogic Information Solutions Inc	0000004774	09/26/25	(2.18)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255625	9/25/2025	V	Costa Mesa Lock & Key	0000001817	09/26/25	(2,775.05)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255626	9/25/2025	V	County of Orange	0000003486	09/26/25	(3,279.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255627	9/25/2025	V	Daniels Tire Service	0000001922	09/26/25	(2,908.53)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255628	9/25/2025	V	Demetrius Mayhand	0000030111	09/26/25	(105.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255629	9/25/2025	V	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	09/26/25	(125.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255630	9/25/2025	V	Descanso Restaurant	0000031515	09/26/25	(1,454.63)
			Line Description: 9/25/25 check did not populate V&R			
0255631	9/25/2025	V	Endemic Environmental Services Inc	0000021277	09/26/25	(14,183.54)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			

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<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>
0255632	9/25/2025	V	Entenmann Rovin Company	0000002130	09/26/25	(449.15)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255633	9/25/2025	V	Environmental Science Associates	0000024040	09/26/25	(624.00)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255634	9/25/2025	V	FM Thomas Air Conditioning Inc	0000017151	09/26/25	(5,481.38)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255635	9/25/2025	V	FireStats LLC	0000026188	09/26/25	(1,250.00)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255636	9/25/2025	V	G & W Towing	0000002289	09/26/25	(242.00)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255637	9/25/2025	V	Galls LLC	0000002297	09/26/25	(1,415.05)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255638	9/25/2025	V	Grainger	0000002393	09/26/25	(1,308.41)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255639	9/25/2025	V	Haaker Equipment Company	0000002433	09/26/25	(594.84)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255640	9/25/2025	V	Hinderliter De Llamas & Associates	0000002537	09/26/25	(4,000.00)
			<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue			

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0255641	9/25/2025	V	International Code Council Inc	0000011842	09/26/25	(735.00)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255642	9/25/2025	V	Interwest Consulting Group Inc	0000021505	09/26/25	(1,857.35)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255643	9/25/2025	V	Irv Seaver Motorcycles	0000010272	09/26/25	(287.52)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255644	9/25/2025	V	Johnson Controls Fire Protection LP	0000026089	09/26/25	(3,171.63)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255645	9/25/2025	V	Kabbara Engineering	0000002795	09/26/25	(8,245.00)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255646	9/25/2025	V	LEAF PRIOR BILLED BY FLOWATER	0000029719	09/26/25	(320.04)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255647	9/25/2025	V	LGC Geotechnical Inc	0000031480	09/26/25	(8,550.00)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255648	9/25/2025	V	LN Curtis & Sons	0000002983	09/26/25	(7,221.95)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255649	9/25/2025	V	Los Angeles Times	0000003000	09/26/25	(2,947.52)
<i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue						

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Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255650	9/25/2025	V	Marlin Leasing Corporation	0000031369	09/26/25	(3,935.76)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255651	9/25/2025	V	Melad & Associates	0000005068	09/26/25	(842.40)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255652	9/25/2025	V	Mitsubishi Electric Power Products, Inc.	0000029956	09/26/25	(5,570.24)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255653	9/25/2025	V	NeWave Construction Inc	0000024108	09/26/25	(1,971.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255654	9/25/2025	V	Orange Coast Plumbing Inc	0000009431	09/26/25	(1,795.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255655	9/25/2025	V	Orchard View Senior LP	0000031199	09/26/25	(120.00)
			Line Description: 9/25/25 check did not populate V&R			
0255656	9/25/2025	V	PR Security Service	0000031443	09/26/25	(1,625.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255657	9/25/2025	V	Pacific Symphony	0000030109	09/26/25	(9,023.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255658	9/25/2025	V	Park Stanton Place	0000031385	09/26/25	(500.00)
			Line Description: 9/25/25: check did not populate, void & reissue			

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CCM VOID CHECK LISTINGPage No. 8
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Run Time 8:40:17 AMBank: CITY
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255659	9/25/2025	V	Park Stanton Place <i>Line Description:</i> 9/25/25: check did not populate, void & reissue	0000031385	09/26/25	(500.00)
0255660	9/25/2025	V	Post Alarm Systems Inc <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000026907	09/26/25	(82.44)
0255661	9/25/2025	V	Priority Landscape Services LLC <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000026592	09/26/25	(5,952.00)
0255662	9/25/2025	V	Prosurface Inc <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000029488	09/26/25	(11,995.00)
0255663	9/25/2025	V	Prudential Overall Supply <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000025480	09/26/25	(317.12)
0255664	9/25/2025	V	RPW Services Inc <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000012440	09/26/25	(3,070.00)
0255665	9/25/2025	V	Red Wing Business Advantage Account <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000003772	09/26/25	(1,700.75)
0255666	9/25/2025	V	Scott Fazekas & Associates Inc <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000003961	09/26/25	(4,882.81)
0255667	9/25/2025	V	Sims Orange Welding Supply Inc <i>Line Description:</i> 9/25/25: Checks did not populate during paycycle. Void & Reissue	0000004030	09/26/25	(109.56)

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 9

Run Date Sep 26, 2025

Run Time 8:40:17 AM

Bank: CITY
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255668	9/25/2025	V	SizeUp Inc	0000027101	09/26/25	(4,995.00)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255669	9/25/2025	V	South Coast Air Quality Mgmt District	0000003939	09/26/25	(736.57)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255670	9/25/2025	V	South Coast Electrical Inc	0000031322	09/26/25	(3,435.00)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255671	9/25/2025	V	Southern California Edison Company	0000004088	09/26/25	(5,114.28)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255672	9/25/2025	V	State of California Dept of Justice	0000001534	09/26/25	(782.00)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255673	9/25/2025	V	Terrell Thorogood	0000030424	09/26/25	(157.50)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255674	9/25/2025	V	The Code Group Inc	0000025073	09/26/25	(500.00)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255675	9/25/2025	V	The Counseling Team International	0000026352	09/26/25	(1,450.00)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						
0255676	9/25/2025	V	The Solis Group	0000030649	09/26/25	(1,275.00)
Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue						

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTINGPage No. 10
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Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255677	9/25/2025	V	Townsend Public Affairs Inc	0000021510	09/26/25	(6,825.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255678	9/25/2025	V	Travis Castro	0000031492	09/26/25	(1,500.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255679	9/25/2025	V	Triton Technology Solutions Inc	0000021687	09/26/25	(5,000.00)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255680	9/25/2025	V	United Site Services of California Inc	0000015552	09/26/25	(298.02)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255681	9/25/2025	V	Verizon Wireless	0000008717	09/26/25	(6,493.40)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255682	9/25/2025	V	Versaterm Public Safety US, Inc	0000031027	09/26/25	(6,152.50)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255683	9/25/2025	V	Yunex LLC	0000029573	09/26/25	(9,432.62)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
0255684	9/25/2025	V	Zumar Industries Inc	0000004622	09/26/25	(7,593.97)
			Line Description: 9/25/25: Checks did not populate during paycycle. Void & Reissue			
						<u>TOTAL (\$1,072,563.05)</u>

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255685	09/26/25	P	Pamela Lilly	0000025324	750.00
Line Description: Payroll Deduction 25-20					
0255686	09/26/25	P	State of California	0000001546	424.24
Line Description: Payroll Deduction 25-20					
0255687	09/26/25	P	State of California	0000001546	58.92
Line Description: Payroll Deduction 25-20					
TOTAL					\$1,233.16

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020899	09/26/25	P	Aaron Dominguez	0000030978	211.00
			Line Description: NeoGov Conference 2025		
020900	09/26/25	P	Brandon Medeck	0000029125	869.00
			Line Description: Eng 1302		
020901	09/26/25	P	Brandon Nguyen	0000030477	2,365.11
			Line Description: Bluebeam Unbound Conf		
020902	09/26/25	P	Bryce Beck	0000030898	106.72
			Line Description: Adv Roadside Imp Drive Enf Drug Influence 11550 H&S		
020903	09/26/25	P	Carrie Tai	0000031276	240.00
			Line Description: APA CA Conf 2025		
020904	09/26/25	P	Corey Brean	0000024845	880.00
			Line Description: Company Officer 2D Company Officer 2C		
020905	09/26/25	P	Costa Mesa Employees Association	0000006284	4,662.71
			Line Description: Payroll Deduction 25-20		
020906	09/26/25	P	Costa Mesa Executive Club	0000006286	360.00
			Line Description: Payroll Deduction 25-20		
020907	09/26/25	P	Costa Mesa Firefighters Association	0000001812	9,235.50
			Line Description: Payroll Deduction 25-20		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020908	09/26/25	P	Costa Mesa Police Association	0000001819	7,260.00
			Line Description: Payroll Deduction 25-20		
020909	09/26/25	P	Costa Mesa Police Management Assn	0000005082	350.00
			Line Description: Payroll Deduction 25-20		
020910	09/26/25	P	Granicus LLC	0000015382	49,694.61
			Line Description: Agenda Management Program 1 Yr		
020911	09/26/25	P	Jack R. Sweeney	0000030173	4,317.60
			Line Description: 3190 Airport Lp Rental-Oct25		
020912	09/26/25	P	Jacob Sieder	0000030542	72.56
			Line Description: Adv Roadside Imp Drive Enf		
020913	09/26/25	P	James Kashiwada	0000030977	211.00
			Line Description: NeoGov Conference 2025		
020914	09/26/25	P	Julianne Hernandez	0000027156	72.56
			Line Description: Adv Roadside Drive Enf		
020915	09/26/25	P	Kasama Lee	0000020859	211.00
			Line Description: NeoGov Conference 2025		
020916	09/26/25	P	Kevin M Ruhl II	0000020438	1,014.30
			Line Description: Exec Role-Community Risk Reduc		
020917	09/26/25	P	Kevin Reddy	0000020597	1,014.00
			Line Description: Exec Role-Community Risk Reduc		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
020918	09/26/25	P	Miranda Garcia	0000029433	211.00
		Line Description:	NeoGov Conference 2025		
020919	09/26/25	P	Robert Matsuura	0000026533	211.00
		Line Description:	NeoGov Conference 2025		
020920	09/26/25	P	Taylor Scavo	0000029682	550.00
		Line Description:	S-230 Crew Boss		
			S-231 Engine Boss		
020921	09/26/25	P	Victor Mendez	0000031000	1,429.09
		Line Description:	American Planning Assoc Conf		
TOTAL					\$85,548.76

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255688	09/25/25	P	Bernard King	0000031254	370.00
		<i>Line Description:</i>	Rental Assistance- T Evergreen Rental Assistance- T Evergreen		
0255689	09/25/25	P	Cindys Jumpers LLC	0000029874	1,461.00
		<i>Line Description:</i>	INFLATABLE RENTALS INFLATABLE RENTALS		
0255690	09/25/25	P	Descanso Restaurant	0000031515	1,454.63
		<i>Line Description:</i>	Refreshments-HHM Celeb Day Refreshments-HHM Celeb Day		
0255691	09/25/25	P	Orchard View Senior LP	0000031199	120.00
		<i>Line Description:</i>	Rental Assistance-H Kuhn Rental Assistance-H Kuhn		
0255692	09/25/25	P	Park Stanton Place	0000031385	500.00
		<i>Line Description:</i>	Rental Assistance-K Flynn Rental Assistance-K Flynn		
0255693	09/25/25	P	Park Stanton Place	0000031385	500.00
		<i>Line Description:</i>	Rental Assistance-L Elman Rental Assistance-L Elman		
TOTAL					\$4,405.63

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255694	09/26/25	P	Bracken's Kitchen Inc	0000029468	19,676.06
		<i>Line Description:</i>	CMBS Meals 8/25-9/7/25 CMBS Meals 8/25-9/7/25		
0255695	09/26/25	P	CALIBA INC	0000030848	180,122.62
		<i>Line Description:</i>	Retention Proj 23-24/210013 FS4 Trng Facility 23-04/210013 Retention Proj 23-24/210013 FS4 Trng Facility 23-04/210013		
0255696	09/26/25	P	County of Orange	0000007209	91,955.22
		<i>Line Description:</i>	800 Mhz 7/1-9/30/25 800 Mhz 7/1-9/30/25		
0255697	09/26/25	P	Dudek	0000011416	149,404.91
		<i>Line Description:</i>	CAAP Consulting Svs July 25 CAAP Consulting Svs July 25 Consulting Svs 6/28-7/25/25 Consulting Svs 6/28-7/25/25 Consulting Svs 7/26-8/22/25 Consulting Svs 7/26-8/22/25		
0255698	09/26/25	P	Executive Facilities Services Inc	0000029510	161,224.47
		<i>Line Description:</i>	Janitorial Services - Police S Janitorial Services - Senior C Janitorial Services - All Othe Janitorial Services - Fairview Janitorial Services - All Othe Janitorial Services - Fairview Janitorial Services - PD Janitorial Services - BCC Janitorial Services - DRC Janitorial Services - NHCC Janitorial Services - FS1-6		

Bank: CITY

Cycle: ANNUAL

<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>		
			Janitorial Services - Bridge S		
			Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - PD Commu		
			Janitorial Services - Police S		
			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		
			Janitorial Services - Senior C		
			Janitorial Services - All Othe		
			Janitorial Services - Fairview		
			Janitorial Services - All Othe		
			Janitorial Services - Fairview		
			Janitorial Services - PD		
			Janitorial Services - BCC		
			Janitorial Services - DRC		
			Janitorial Services - NHCC		
			Janitorial Services - FS1-6		
			Janitorial Services - Bridge S		
			Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - PD Commu		
			Janitorial Services - Police S		
			Janitorial Services - Senior C		
			Janitorial Services - PD		
			Janitorial Services - BCC		
			Janitorial Services - DRC		
			Janitorial Services - NHCC		
			Janitorial Services - FS1-6		
			Janitorial Services - Bridge S		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - PD Commu		
			Janitorial Services - Police S		
			Janitorial Services - Senior C		
			Janitorial Services - All Othe		
			Janitorial Services - Fairview		
			Janitorial Services - All Othe		
			Janitorial Services - Fairview		
			Janitorial Services - PD		
			Janitorial Services - BCC		
			Janitorial Services - DRC		
			Janitorial Services - NHCC		
			Janitorial Services - FS1-6		
			Janitorial Services - Bridge S		
			Janitorial Services - City Hal		
			Janitorial Services - Corp Yar		
			Janitorial Services - PD Commu		
			Janitorial Services - Police S		
			Janitorial 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		
0255699	09/26/25	P	Gensler	0000031100	68,698.75
			Line Description: July 25		
			July 25		
0255700	09/26/25	P	Kimley Horn & Associates Inc	0000005251	18,546.34
			Line Description: Signal Modernization for Syste		

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Signal Modernization for Syste		
0255701	09/26/25	P	Locality Media Inc	0000031441	15,900.00
			Line Description: CAD INTEGRATION CAD INTEGRATION		
0255702	09/26/25	P	Onward Engineering	0000003212	28,113.80
			Line Description: Fairview Road AT Improvements Fairview Road AT Improvements		
0255703	09/26/25	P	Performance Truck Repair Inc	0000030587	17,288.79
			Line Description: 528 Engine Repair 528 Engine Repair		
0255704	09/26/25	P	Pinnacle Petroleum, Inc	0000029315	23,913.76
			Line Description: PD Unleaded Fuel Tank #7 PD Unleaded Fuel Tank #7		
0255705	09/26/25	P	STV Construction Inc	0000024848	36,453.00
			Line Description: Fire Station No 4 Training Tow Fire Station No 4 Training Tow Fire Station 4 Training Tower Fire Station 4 Training Tower Fire Station 4 Training Tower Fire Station 4 Training Tower		
0255706	09/26/25	P	West Coast Arborists Inc	0000004498	26,415.00
			Line Description: Tree Maint Srvs 8/16-8/31/25 Tree Maint Srvs 8/16-8/31 Tree Maint Srvs 8/16-8/31 Tree Maint Srvs 8/16-8/31/25		

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Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255707	09/26/25	P	AT & T	0000001107	117.70
		Line Description:	Internet-Fleet Svs Internet-Fleet Svs		
0255708	09/26/25	P	AT & T	0000001107	3,567.81
		Line Description:	DID Trunk Line Wakeham Park DRC Alarm DRC Alarm Cool Line for PD Cool Line for PD TeWinkle Park TeWinkle Park PD Emergency Line PD Emergency Line DID Trunk Line Wakeham Park 800 Mhz Radio Link 800 Mhz Radio Link IT Computer Room IT Computer Room Outgoing Trunk Line Outgoing Trunk Line Estancia Park Estancia Park Smallwood Park Smallwood Park		
0255709	09/26/25	P	AT & T	0000001107	165.99
		Line Description:	911 Cama Trunks 911 Cama Trunks		
0255710	09/26/25	P	Advantage Color Graphics	0000025397	5,064.13
		Line Description:	Printing Svs-CW Rezoning Proj Printing Svs-CW Rezoning Proj		

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255711	09/26/25	P	Alliant Insurance Services Inc	0000017608	560.00
		<i>Line Description:</i>	Ins-SMART Camp Instructors 2 Ins-SMART Camp Instructors 1 Ins-SMART Camp Instructors 2 Ins-SMART Camp Instructors 1		
0255712	09/26/25	P	Angel Auto Spa LLC	0000027465	5,506.27
		<i>Line Description:</i>	City Car Washes Aug 25 City Car Washes Aug 25 CMPD Car Washes Aug 25 CMPD Car Washes Aug 25		
0255713	09/26/25	P	BCS Consultants	0000029856	1,846.41
		<i>Line Description:</i>	Verkada Solar Cameras Verkada Solar Cameras		
0255714	09/26/25	P	Bound Tree Medical LLC	0000011695	5,761.61
		<i>Line Description:</i>	EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies		
0255715	09/26/25	P	BrightView Landscape Services Inc	0000026055	7,689.90
		<i>Line Description:</i>	Relocation of Art Display-CH Relocation of Art Display-CH Repair Leak Backflow-885 Park Repair Leak Backflow-885 Park		
0255716	09/26/25	P	CR & R Inc	0000000023	17.87

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Late Fee Waste Svc-957 Sonora Late Fee Waste Svc-957 Sonora Late Fee-Waste Svc-745 Shalima Late Fee-Waste Svc-745 Shalima		
0255717	09/26/25	P	CSG Consultants Inc	0000001887	8,827.69
			<i>Line Description:</i> Consulting Svs August 25 Consulting Svs August 25		
0255718	09/26/25	P	California Forensic Phlebotomy Inc	0000001500	2,877.00
			<i>Line Description:</i> Blood Draw Svc Aug 25 Blood Draw Svc Aug 25		
0255719	09/26/25	P	Cintas Corporation #640	0000023262	306.29
			<i>Line Description:</i> KITCHEN CLEANING SUPP Aug 25 KITCHEN CLEANING SUPP Aug 25		
0255720	09/26/25	P	Community Controls	0000020782	1,443.95
			<i>Line Description:</i> FS#4-Install New Loop Wires FS#4-Install New Loop Wires		
0255721	09/26/25	P	CoreLogic Information Solutions Inc	0000004774	2.18
			<i>Line Description:</i> PROPERTY RELATED DATA & REPORT PROPERTY RELATED DATA & REPORT		
0255722	09/26/25	P	Costa Mesa Lock & Key	0000001817	2,775.05
			<i>Line Description:</i> Dupe Keys/Remove,Replace Locks CH Basement-Keypad Cylin Locks CH Basement-Keypad Cylin Locks Dupe Keys/Remove,Replace Locks		

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255723	09/26/25	P	County of Orange	0000003486	3,279.00
			Line Description: AFIS Fees August 2025		
			AFIS Fees August 2025		
0255724	09/26/25	P	Daniels Tire Service	0000001922	2,908.53
			Line Description: Warehouse Automotive Stock-Tir		
			Warehouse Automotive Stock-Tir		
0255725	09/26/25	P	Demetrius Mayhand	0000030111	105.00
			Line Description: Basketball Referee		
			Basketball Referee		
0255726	09/26/25	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	125.00
			Line Description: Fire Plan Check Svs 8/27/25		
			Fire Plan Check Svs 8/27/25		
0255727	09/26/25	P	Endemic Environmental Services Inc	0000021277	14,183.54
			Line Description: FVP Wetlands Maint/Rehab		
			FVP Wetlands Maint/Rehab		
0255728	09/26/25	P	Entenmann Rovin Company	0000002130	449.15
			Line Description: Records Supervisor Badge		
			Records Supervisor Badge		
			Flat Badge		
			Flat Badge		
0255729	09/26/25	P	Environmental Science Associates	0000024040	624.00
			Line Description: Bear St Consulting Svs July 25		
			Bear St Consulting Svs July 25		
0255730	09/26/25	P	FM Thomas Air Conditioning Inc	0000017151	5,481.38

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: HVAC Parts & Supplies - July S HVAC Parts & Supplies - July S		
0255731	09/26/25	P	FireStats LLC	0000026188	1,250.00
			Line Description: Firestats Data July 2025 Firestats Data July 2025		
0255732	09/26/25	P	G & W Towing	0000002289	242.00
			Line Description: 770-Tow Svc 770-Tow Svc 752-Tow Svc 752-Tow Svc		
0255733	09/26/25	P	Galls LLC	0000002297	1,415.05
			Line Description: Uniform- M. Working Uniform- M. Working Gloves for Traffic Gloves for Traffic Metal Insignia Metal Insignia		
0255734	09/26/25	P	Grainger	0000002393	1,308.41
			Line Description: Shop Tool-Circuit Tester Shop Tool-Circuit Tester Warehouse Floor Stock-Battery Warehouse Floor Stock-Battery Warehouse Floor Stock-Battery Warehouse Floor Stock-Battery		
0255735	09/26/25	P	Haaker Equipment Company	0000002433	594.84
			Line Description: Read Door Seal Read Door Seal		

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255736	09/26/25	P	Hinderliter De Llamas & Associates	000002537	4,000.00
			Line Description: Cannabis Inspections Cannabis Inspections		
0255737	09/26/25	P	International Code Council Inc	0000011842	735.00
			Line Description: Citywide Membership Citywide Membership		
0255738	09/26/25	P	Interwest Consulting Group Inc	0000021505	1,857.35
			Line Description: CM Srvs Adams Pinecreek Inters CM Srvs Adams Pinecreek Inters		
0255739	09/26/25	P	Irv Seaver Motorcycles	0000010272	287.52
			Line Description: 635-Front TPM 635-Front TPM		
0255740	09/26/25	P	Johnson Controls Fire Protection LP	0000026089	3,171.63
			Line Description: PD Helicopter Pad-5 Year Inspe PD Helicopter Pad-5 Year Inspe PD-Service Call PD-Service Call		
0255741	09/26/25	P	Kabbara Engineering	0000002795	8,245.00
			Line Description: 2024 Alley Rehab Project 2024 Alley Rehab Project		
0255742	09/26/25	P	LEAF PRIOR BILLED BY FLOWATER	0000029719	320.04
			Line Description: Water Filtration System & Filt Water Filtration System & Filt		
0255743	09/26/25	P	LGC Geotechnical Inc	0000031480	8,550.00

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Geotechnical Services - City P Geotechnical Services - City P		
0255744	09/26/25	P	LN Curtis & Sons	0000002983	7,221.95
			<i>Line Description:</i> Fire Apparel Fire Apparel Fightfighting Equipment (FFE) Fightfighting Equipment (FFE) Fightfighting Equipment (FFE) Fightfighting Equipment (FFE) SALES TAX (7.75%) SHIPPING 5 GALLON PHAIL SALES TAX (7.75%) SHIPPING 5 GALLON PHAIL		
0255745	09/26/25	P	Los Angeles Times	0000003000	2,947.52
			<i>Line Description:</i> Legal Publications Legal Publications		
0255746	09/26/25	P	Marlin Leasing Corporation	0000031369	3,935.76
			<i>Line Description:</i> COPIER LEASE COPIER LEASE		
0255747	09/26/25	P	Melad & Associates	0000005068	842.40
			<i>Line Description:</i> Fire Sprinkler Systems Fire Sprinkler Systems		
0255748	09/26/25	P	Mitsubishi Electric Power Products, Inc.	0000029956	5,570.24
			<i>Line Description:</i> FREIGHT-IN SALES TAX (7.75%) REMOVAL AND DISPOSAL		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> EATON 9PXM SERIES-BATTERY MODU FREIGHT-IN SALES TAX (7.75%) REMOVAL AND DISPOSAL EATON 9PXM SERIES-BATTERY MODU		
0255749	09/26/25	P	NeWave Construction Inc	0000024108	1,971.00
			<i>Line Description:</i> Relocation of dryer vent @ Bri Relocation of dryer vent @ Bri		
0255750	09/26/25	P	Orange Coast Plumbing Inc	0000009431	1,795.00
			<i>Line Description:</i> FS 1 Service Call FS 1 Service Call		
0255751	09/26/25	P	PR Security Service	0000031443	1,625.00
			<i>Line Description:</i> PUBLIC RELATIONS SERVICES PUBLIC RELATIONS SERVICES		
0255752	09/26/25	P	Pacific Symphony	0000030109	9,023.00
			<i>Line Description:</i> TICKETS TICKETS		
0255753	09/26/25	P	Post Alarm Systems Inc	0000026907	82.44
			<i>Line Description:</i> Fire Alarm System Oct 25 Fire Alarm System Oct 25		
0255754	09/26/25	P	Priority Landscape Services LLC	0000026592	5,952.00
			<i>Line Description:</i> Fairview Park Maint Aug 2025 Fairview Park Maint Aug 2025 Citywide Young Tree Care Aug25 Citywide Young Tree Care Aug25		

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255755	09/26/25	P	Prosurface Inc	0000029488	11,995.00
		<i>Line Description:</i>	Install Fencing for the pickle Install Fencing for the pickle		
0255756	09/26/25	P	Prudential Overall Supply	0000025480	317.12
		<i>Line Description:</i>	Towel Service Aug 2025 Towel Service Aug 2025		
0255757	09/26/25	P	RPW Services Inc	0000012440	3,070.00
		<i>Line Description:</i>	Rodent Control City Garden Rodent Control City Garden Citywide Weed Control Citywide Weed Control		
0255758	09/26/25	P	Red Wing Business Advantage Account	0000003772	1,700.75
		<i>Line Description:</i>	Safety Shoes Emilio Soto Boots-Bryan Tellez Safety Shoes Henry Granados Safety Shoes Henry Granados Safety Shoes Greg Gonzalez Safety Shoes Greg Gonzalez Safety Shoes Cristina Oquendo Safety Shoes Cristina Oquendo Safety Shoes Enqirue Gomez Safety Shoes Enqirue Gomez Safety Shoes Jose Gutierrez Boots-Bryan Tellez Safety Shoes Emilio Soto Safety Shoes Angel Garcia Safety Shoes Angel Garcia Safety Shoes Jose Gutierrez		
0255759	09/26/25	P	Scott Fazekas & Associates Inc	0000003961	4,882.81
		<i>Line Description:</i>	Consulting Plan Check Srvs		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Consulting Plan Check Srvs		
0255760	09/26/25	P	Sims Orange Welding Supply Inc	0000004030	109.56
			Line Description: Shop-Welding Supplies Shop-Welding Supplies		
0255761	09/26/25	P	SizeUp Inc	0000027101	4,995.00
			Line Description: WEB-BASED SUBSCRIPTION SOFTWARE WEB-BASED SUBSCRIPTION SOFTWARE		
0255762	09/26/25	P	South Coast Air Quality Mgmt District	0000003939	736.57
			Line Description: FS 5 Annual Renewal FS 5 Annual Renewal FS 5 Emissions Fee FS 5 Emissions Fee		
0255763	09/26/25	P	South Coast Electrical Inc	0000031322	3,435.00
			Line Description: BATTERY REPLACEMENT MATERIALS BATTERY REPLACEMENT LABOR SERVICE TRUCK FEE SERVICE TRUCK FEE BATTERY REPLACEMENT MATERIALS BATTERY REPLACEMENT LABOR		
0255764	09/26/25	P	Southern California Edison Company	0000004088	5,114.28
			Line Description: 1071 Bristol 8/19-9/17/25 1071 Bristol 8/19-9/17/25 2704 Harbor 8/21-9/21/25 2704 Harbor 8/21-9/21/25 Medians Aug 25 Medians Aug 25 401 Broadway 8/15-9/15/25 2612 Harbor 8/15-9/15/25		

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 2612 Harbor 8/15-9/15/25 2917-3171 RedHill 8/11-9/17/25 2917-3171 RedHill 8/11-9/17/25 1040 Paularino 8/18-9/16/25 1040 Paularino 8/18-9/16/25 2783 Bristol 8/18-9/16/25 2783 Bristol 8/18-9/16/25 2944 Bristol 8/15-9/15/25 2944 Bristol 8/15-9/15/25 FS#1 8/21-9/21/25 FS#1 8/21-9/21/25 199 Broadway 8/15-9/15/25 199 Broadway 8/15-9/15/25 401 Broadway 8/15-9/15/25		
0255765	09/26/25	P	State of California Dept of Justice	0000001534	782.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic Livescan/Fingerprinting Servic		
0255766	09/26/25	P	Terrell Thorogood	0000030424	157.50
			<i>Line Description:</i> Basketball Referee Basketball Referee		
0255767	09/26/25	P	The Code Group Inc	0000025073	500.00
			<i>Line Description:</i> Consulting Plan Check Srvs Consulting Plan Check Srvs		
0255768	09/26/25	P	The Counseling Team International	0000026352	1,450.00
			<i>Line Description:</i> Counseling Srvs Aug 2025 Counseling Srvs Aug 2025		
0255769	09/26/25	P	The Solis Group	0000030649	1,275.00
			<i>Line Description:</i> Citywide Pkwy Street Rehab		

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Citywide Pkwy Street Rehab		
0255770	09/26/25	P	Townsend Public Affairs Inc	0000021510	6,825.00
			<i>Line Description:</i> Consulting & Grant Writing Consulting & Grant Writing		
0255771	09/26/25	P	Travis Castro	0000031492	1,500.00
			<i>Line Description:</i> Refund FZ-21-0230 Refund FZ-21-0230		
0255772	09/26/25	P	Triton Technology Solutions Inc	0000021687	5,000.00
			<i>Line Description:</i> Replace Equipment in Chamber Replace Equipment in Chamber		
0255773	09/26/25	P	United Site Services of California Inc	0000015552	298.02
			<i>Line Description:</i> Portable Toilet Srvs 7/16-8/12 Portable Toilet Srvs 7/16-8/12 Portable Toilet Srvs 6/18-7/15 Portable Toilet Srvs 6/18-7/15 Portable Toilet Srvs 6/18-7/15 Portable Toilet Srvs 6/18-7/15 Portable Toilet Srvs 6/18-7/15 Portable Toilet Srvs 7/16-8/12 Portable Toilet Srvs 7/16-8/12		
0255774	09/26/25	P	Verizon Wireless	0000008717	6,493.40
			<i>Line Description:</i> PD Cell Phone 7/16-8/15 PD Cell Phone 7/16-8/15 FIRE IPADS 7/18-8/17 FIRE IPADS 7/18-8/17 WIRELESS PHONE 8/18-9/17/25 WIRELESS PHONE 8/18-9/17/25		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255775	09/26/25	P	Versaterm Public Safety US, Inc	0000031027	6,152.50
		Line Description:	IAPRO NEXTGEN LICENSE SUPPORT BLUETEAM NEXTGEN LICENSE SUPPO BLUETEAM NEXTGEN LICENSE SUPPO IAPRO NEXTGEN LICENSE SUPPORT		
0255776	09/26/25	P	Yunex LLC	0000029573	9,432.62
		Line Description:	Fairview and Newport Signal Kn Fairview and Newport Signal Kn Susan&Sunflower IISNS Installa Susan&Sunflower IISNS Installa		
0255777	09/26/25	P	Zumar Industries Inc	0000004622	7,593.97
		Line Description:	Sign Metal Blanks, Posts, Anch Sign Metal Blanks, Posts, Anch		
TOTAL					\$1,068,157.42



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-547

Meeting Date: 10/21/2025

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of September 16, 2025.



REGULAR CITY COUNCIL AND HOUSING AUTHORITY SEPTEMBER 16, 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 (Via Zoom Webinar), Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Reynolds.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)
National Opioid Settlement: Purdue Pharma L.P.
USDC, Northern District of Ohio, MDL No. 2804
Rubris Reference Number: CL-1732251

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)
National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
USDC, Northern District of Ohio, MDL No. 2804
Rubris Reference Number: CL-1763034

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Schaefer v. City of Costa Mesa
Orange County Superior Court Case No. 30-2022-01286737-CU-PO-CJC

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

5. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to California Government Code Section 54957(b)(1)

Title: City Manager

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

Closed Session adjourned at 5:27 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:01 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 The Rev. Dr. George Okusi, St. John the Divine Episcopal Church.

ROLL CALL

Present: Council Member Buley, Council Member Gameros, Council Member Marr (Via Zoom Webinar, excused at 8:00 p.m.), Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Reynolds.

CITY ATTORNEY CLOSED SESSION REPORT

Ms. Hall Barlow reported that on Closed Session items 1 and 2 regarding the National Opioid Settlement: Purdue Pharma L.P. and National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus. The City Council took the following action:

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

MOTION: To participate in the settlements of the cases, to ensure the citizens of Costa Mesa are reimbursed.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Reynolds.

Abstain: None.

Motion carried: 6-0

City Council provided direction on Closed Session items 3 and 4 regarding Schaefer v. City of Costa Mesa and City of Costa Mesa; People of State of Cal. v. D'Alessio Investments LLC, et al.

City Council gave direction to the City Attorney on Item 5 regarding the appointment of a City Manager, to negotiate and draft an agreement with Ms. Gallardo-Daly for the City Manager position.

PRESENTATIONS:

The City Council recognized Anna Dolewski for receiving the Government Finance Officers Association's 2025 Recognition for Outstanding Public Service and for her 36 years of service to Costa Mesa.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Wendy Simao, Costa Mesa, spoke on The 12 Gym holding a special event and using loudspeakers.

Jay Humphrey, Costa Mesa, requested a status update on the Fairview Park Master Plan and requested the Fairview Developmental Center hold a resident stakeholders meeting.

David Martinez, Costa Mesa, expressed support for the installation of metal detectors outside the Council Chambers. Commented on Consent Calendar Item No. 6 regarding the legislative platform, specifically advocating for the inclusion of complete streets and air quality measures. Requested that the legislative platform be reviewed and updated annually, inquired about any potential conflicts with the League of Cities' positions, and asked whether there is a defined order of prioritization within the platform.

Kim Hendricks, spoke on birds, western burrowing owls, sensitive habitats at Fairview Park, recommended the temporary airfield to be closed at Fairview Park, and spoke on preserving Fairview Park.

Speaker, Marine Veteran, spoke on providing resources for Veterans in the community, and spoke on creating a Veteran's coalition.

Speaker, spoke on the Measure K workshops and the price of housing.

Flo Martin, Costa Mesa, spoke on the traffic collisions in August, and injuries to pedestrians and cyclists.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Buley spoke on having robust debates and civil discourse, spoke on public comments, and thanked the Police Department for the security measures at the City Council meetings.

Council Member Gameros spoke on being grateful for freedoms and First Amendment rights and thanked the Police Department for the security measures at the City Council meetings.

Council Member Marr spoke on the Art Venture event, spoke on Measure K sites and appreciates the pop-up workshops.

Council Member Pettis requested to adjourn the meeting in honor of Charlie Kirk, agreed with holding community townhalls regarding housing, and spoke on the Art Venture event.

Mayor Pro Tem Chavez spoke on the Art Venture event, spoke on attending the Families Forward event, spoke on the students attending the City Council meetings and having their voice heard.

Mayor Stephens spoke on the Art Venture event, spoke on attending the Mayors Prayer Breakfast, spoke on Cla-Val business contributing to Families Forward, spoke on a Townhall on homeless issues on Wednesday, October 15th at the Norma Hertzog Community Center, spoke on the new security features at the City Council meetings and thanked the Segerstrom Performing Arts Center for providing the metal detectors, and agreed on adjourning the meeting in memory of Charlie Kirk.

REPORT – CITY MANAGER – Ms. Gallardo-Daly reported that September is National Preparedness Month and Emergency Preparedness.

REPORT – CITY ATTORNEY – Ms. Hall Barlow, wished all a Happy Hispanic Heritage Month.

CONSENT CALENDAR

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

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, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Reynolds.

Abstain: None.

Motion carried: 6-0

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

ACTION:

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

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Blanco Amaro, Craig Marshall, Michael Porteous.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2740.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of August 5, 2025.

5. DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

ACTION:

City Council designated Council Member Mike Buley as Costa Mesa's voting delegate and Deputy City Manager Alma Reyes as the alternate for the 2025 League of California Cities Annual Conference.

7. COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF COSTA MESA FOR BRIDGE MAINTENANCE REPAIRS ON THE ADAMS AVENUE BRIDGE OVER THE SANTA ANA RIVER AND GREENVILLE BANNING CHANNEL

ACTION:

1. City Council approved the Cooperative Agreement between the County of Orange and the City of Costa Mesa for funding and maintenance of the Adams Avenue Bridge over the Santa Ana River and Greenville Banning Channel.
2. Authorized the Interim City Manager and the City Clerk to execute the Cooperative Agreement and future amendments thereto.

8. APPROVAL OF A SUMMARY VACATION OF EXCESS RIGHT-OF-WAY AT 174 EAST 19TH STREET

ACTION:

City Council adopted Resolution No. 2025-37 ordering the summary vacation of a portion of right-of-way at 174 East 19th Street and authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.

9. AWARD OF THE NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT PROJECT, CITY PROJECT NO. 25-05

ACTION:

1. City Council awarded a Public Works Agreement (PWA) in the amount of \$745,276 to C.I. Services, Inc. 1145 E. Stanford Court, Anaheim, CA, 92805 to remove and replace metal roofing panels.
2. Authorized a ten percent (10%) contingency in the amount of \$74,528 for unforeseen costs related to the project.
3. Authorized the Interim City Manager and City Clerk to execute the PWA and any future amendments to the agreement.

4. Authorized a budget transfer of \$191,206 in City Capital Improvement Program funds from the Lions Park Café Project (#800032) to the Norma Hertzog Community Center Roof Replacement Project (#210025).

ITEMS PULLED FROM THE CONSENT CALENDAR

6. ADOPT LEGISLATIVE PLATFORM AND UPDATES TO COUNCIL POLICY 000-8

Public Comments:

Speaker, spoke on funding for immigration defense and climate change.

MOVED/SECOND: Council Member Marr/Mayor Stephens

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: Council Member Buley and Council Member Pettis.

Absent: Council Member Reynolds.

Abstain: None.

Motion carried: 4-2

ACTION:

City Council adopted Legislative Platform and revisions to Council Policy 000-8 on Legislative Positions.

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

PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 13 (PLANNING ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE (PLANNING ZONING AND DEVELOPMENT) TO PROVIDE TECHNICAL UPDATES AND CLARIFICATIONS (CODE AMENDMENT PCTY-25-0001) AND A RESOLUTION TO UPDATE THE PROCEDURE FOR DETERMINING SHARED PARKING REQUIREMENTS AND FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Presentation by Ms. Curley, Assistant Planner, Mr. Garcia, Assistant Planner, and Mr. Inloes, Economic Development Administrator.

Public Comments:

Speaker, spoke on public comments, patios and open space, spoke on projects being under parked, and tandem parking.

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

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Reynolds.

Abstain: None.

Motion carried: 6-0

ACTION:

1. City Council found that the project is Exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("Common Sense Exemption"); and
2. Introduced for first reading, by title only, Ordinance No. 2025-07 approving Code Amendment PCTY-25-0001, amending Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to modify the City's Zoning Code to provide technical updates and clarifications.
3. Adopted Resolution No. 2025-39 amending the City of Costa Mesa Procedure for Determining Shared Parking Requirements table to reflect current parking trends.

OLD BUSINESS:

1. **ADOPTION OF AN ORDINANCE ADDING CHAPTER XVI (PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE) TO TITLE 11 (OFFENSES—MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL SALE OR DISTRIBUTION OF NITROUS OXIDE IN THE CITY**

Presentation by Police Captain Chamness.

Public Comments: None.

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

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, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Reynolds.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council adopted Ordinance No. 2025-06, adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful sale or distribution of nitrous oxide in the City.

NEW BUSINESS:

1. RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224, FOR THE REHIRE OF BATTALION CHIEF WILLIAM KERSHAW

Presentation by Ms. Lee, Human Resources Manager.

Public Comments: None.

MOVED/SECOND: Council Member Gameros/Council Member Pettis

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, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Reynolds.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council adopted Resolution No. 2025-38 exception to the 180-Day Wait Period pursuant to Government Code Sections 7522.56 and 21224 to retain the services of retired Battalion Chief William Kershaw.

2. ADOPTION OF THE MEMORANDA OF UNDERSTANDING (MOU) BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA POLICE ASSOCIATION (CMPA), THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA FIREFIGHTERS ASSOCIATION (CMFA) AND THE COSTA MESA FIRE MANAGEMENT ASSOCIATION

Presentation by Ms. Lee, Human Resources Manager.

Public Comments: None.

MOVED/SECOND: Council Member Gameros/Mayor Stephens

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Marr and Council Member Reynolds.

Abstain: None.

Motion carried: 5-0

ACTION:

1. City Council approved and adopted the Memorandum of Understanding between the City of Costa Mesa and CMPA.

2. Approved and adopted the Memorandum of Understanding between the City of Costa Mesa and CMPMA.
3. Approved and adopted the revised Memorandum of Understanding between the City of Costa Mesa and CMFA.
4. Approved and adopted the revised Memorandum of Understanding between the City of Costa Mesa and CMFMA.
5. Authorized the Interim City Manager and members of the City's Negotiation Team to execute the MOUs.

3. PROFESSIONAL SERVICES AGREEMENT WITH ENDEMIC ENVIRONMENTAL SERVICES INC. FOR THE FAIRVIEW PARK MESA RESTORATION PROJECT AND ADDENDUM TO THE 1997 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR FAIRVIEW PARK

Presentation by Mr. Gruner, Parks and Community Services Director, and Mr. Dalton, Fairview Park Administrator.

Public Comments:

Shannon Wingfield, Tribal Council of the Juaneño Band of the Mission Indians Acjahemen Nation, spoke in support of the restoration project.

Aylea Willow spoke in support of the restoration project.

Sergio Gonzalez, Coastal Corridor Alliance, spoke in support of the restoration project.

Speaker, spoke in support of the restoration project.

Jay Humphrey, Costa Mesa, spoke in support of the restoration project.

Melanie Schlotterbeck, spoke in support of the restoration project.

Cynthia McDonald, Costa Mesa, spoke in support of the restoration project.

Deborah Koken, Costa Mesa, spoke in support of the restoration project.

Terry Koken spoke in support of the restoration project, spoke on the park needing care, delineating the vernal pools, and park rangers.

Speaker, spoke on the environment at Fairview Park.

Rick Huffman, Costa Mesa, spoke in support of the restoration project.

Priscilla Rocco, Costa Mesa, spoke in support of the restoration project.

Hank Castignetti, Orange County Model Engineers, spoke in support of the restoration project.

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 Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Marr and Council Member Reynolds.

Abstain: None.

Motion carried: 5-0

ACTION:

1. City Council approved the Addendum to the 1997 Initial Study/Mitigated Negative Declaration for Fairview Park to address new information regarding biological resources pertinent to the project.
2. Awarded a Professional Services Agreement (PSA) with Endemic Environmental Services Inc., 110 E Wilshire Avenue, Suite 305, Fullerton, CA 92832, for professional habitat restoration and monitoring services for the Fairview Park Mesa Restoration Project in an amount not to exceed \$1,311,062 for a term of seven (7) years.
3. Authorized a ten percent (10%) contingency in the amount of \$131,106 for any unforeseen costs that may arise.
4. Authorized the Interim City Manager and the City Clerk to execute the Professional Services Agreement and future amendments to the agreement within City Council-authorized limits.

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

Mayor Stephens spoke on appointing Ms. Gallardo-Daly as the new City Manager.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 8:45 p.m. in honor and memory of Charlie Kirk, Robert Redford, and Melissa and Mark Portman.

Minutes adopted on this 21st day of October, 2025.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-528

Meeting Date: 10/21/2025

TITLE:

PROFESSIONAL SERVICES AGREEMENT FOR UPGRADING THE CITY'S PHONE SYSTEM

DEPARTMENT: INFORMATION TECHNOLOGY

PRESENTED BY: STEVE ELY, DIRECTOR

CONTACT INFORMATION: STEVE ELY, DIRECTOR (714) 754-4891

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of OMNIA Partners, Public Sector National Cooperative Agreement No. 01-125 with Merrill & Associates for the City's analog phone system upgrade.
2. Approve and authorize the Statement of Work (Attachment 1) to Merrill & Associates, an Avaya value-added reseller (VAR) (Attachment 4), for the upgrade of the City's analog phone system from v6.0.1 to v10.2 for an amount not to exceed (NTE) \$275,754.
3. Approve and authorize a ten percent (10%) contingency in the amount of \$27,575 for unforeseen costs related to the project.
4. Approve and authorize an annual subscription and support services in an amount of \$70,069 for a term of one year (Attachment 2). Subscription services will begin after the completion of installation and will be subject to price increase based on an increase in the Consumer Price Index (CPI) for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, which would be determined using the November index for the current year and the November index for the preceding year.
5. Authorize the Interim City Manager, or designee, and the City Clerk to execute the Professional Services Agreement (Attachment 3) for a total amount of \$373,398 for implementation and one-year subscription, maintenance, and support.

BACKGROUND:

A core objective of the City Council's Strategic Plan is to achieve long-term fiscal sustainability while preserving and improving the condition of City-owned facilities, equipment, and technology systems. To meet this goal, the City adopted an Information Technology Strategic Plan (ITSP) in 2020 to modernize operations and improve service delivery. The ITSP includes initiatives that address immediate business needs and the replacement of aging software and infrastructure. Modernizing the City's existing phone infrastructure is essential to maintain operations and is a key step to ensure

responsive and reliable public service.

The City's current Avaya phone system was last updated in August 2012. During Fiscal Year 2022-23, Merrill & Associates informed the IT Department that v6.0.1 of the Avaya telephone system was at the end of its life and marked by Avaya for retirement from support on December 31, 2024. IT managed to secure a one-year extension, ending on December 31, 2025.

Since 2012, the Police Department had budgeted for annual subscriptions and hardware support for the phone system. In Fiscal Year 2023-24, responsibility for these costs was transferred to the IT Department.

Through the 2020 ITSP, \$450,000 was allocated to upgrade the City's analog phone system to a modern Voice over Internet Protocol (VoIP) solution. To align with the current fiscal year's budget, the scope of the project has been adjusted. While the equipment portion has been deferred to a future phase, the existing infrastructure is sufficient to support the planned upgrade of the phone system software from version 6.0.1 to version 10.2, which enables VoIP functionality. The full VoIP system implementation will proceed once the CAT6 cabling infrastructure is completed.

ANALYSIS:

Procurement Approach

In June 2025, Avaya's VAR, Merrill & Associates, informed the IT Department that extended support for the current phone system would expire on December 31, 2025. IT requested a quote from Merrill & Associates for the phone system upgrade, and an initial Statement of Work was received on August 10, 2025. The City will procure the services for the upgrade of the City's analog phone system to a VoIP solution through the OMNIA Partners Cooperative Agreement #01-125, which expires on July 31, 2026. This agreement confirms Merrill Avaya's status as a qualified vendor offering competitive market pricing and supports their continued engagement. The use of OMNIA Partners Public Sector contracting meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and all requirements set forth by the State of California in regard to regional cooperative purchasing agreements. OMNIA Partners established an approved vendor list following a nationwide competitive bid process. This assures that the City receives the lowest available pricing and meets the competitive bid process requirements. The City has utilized cooperative purchasing agreements successfully for several purchases.

Scope of Work: Upgrade current Avaya version 6 (Analog/Digital) to Avaya version 10 (VoIP) software

- Create back-ups of data and configurations
- Plan project management activities and change management coordination
- Deploy nine (9) Avaya servers on VMWare environment at the City of Costa Mesa
- Deploy and configure VoIP capable phone switches at all sites
- Register and configure all servers, switches, and telephones for use on the new system
- Provide on-site team for after-hours cutover to new system
- Provide end-user documents (quick reference guides on voicemail)
- Provide first day support (Technician on-site and remote Engineering)
- Provide, after go live, project management, coordination, and installation support
- Decommission and recycle all obsolete Avaya servers, cabinets, and switches

- Provide staff training for use of the new software

Cost Overview

The cost of the proposal was created using the OMNIA Partners Cooperative Agreement, which includes the material list, project implementation services, annual subscription, support, and maintenance. The implementation cost is \$103,635 and is performed by an Avaya authorized and certified reseller and installer. The total hardware and software cost for Year 1 is \$159,740.

The recurring annual subscription, maintenance, and support, which includes periodic software patches and upgrades, is \$70,069 for the first twelve (12) months after the upgrade. The subscription term is January 1, 2026 to December 31, 2026. The first year of the annual subscription will be covered by funds available in the Information Technology Replacement Fund (Fund 603). Funding for recurring subscription costs in the subsequent years will be requested during the annual budget development process.

Implementation Approach

The phone system upgrade project is scheduled to commence promptly following approval by the City Council. To mitigate risks, the project must be completed no later than December 31, 2025.

Merrill & Associates plans on implementing the upgrade solution in four (4) weeks. They plan to muster personnel and other resources as soon as authorization is granted. Merrill & Associates is prepared for the urgency of this upgrade and have internal resources necessary to execute. They plan on having two (2) technicians on premise to install equipment. In addition, there will be one (1) engineer and one (1) project manager who will develop a project plan with Telecommunications Bureau and IT Department teams.

ALTERNATIVES:

The City Council retains the discretion to decline approval of the proposed scope of work. However, such a decision may result in the City lacking a supported phone system as of January 1, 2026. Alternatively, Council may direct the IT Department to initiate a Request for Proposal (RFP) process; however, this approach will not allow sufficient time to complete the necessary upgrades prior to December 31, 2025.

FISCAL REVIEW:

Funding for this agreement, inclusive of the contingency, in an amount of \$373,398 is available in the Information Technology Replacement Fund (Fund 603). The funding for this project will be redirected from the \$450,000 for the VoIP project, as outlined in the 2020 ITSP. The scope of work for these upgraded services encompasses hardware, software, installation, software maintenance, and software licensing. The allocated funding is sufficient to cover the full costs associated with this Avaya upgrade project.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and Statement of Work for Merrill & Associates and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's Goals:

- Maintain and Enhance the City's Facilities, Equipment, and Technology.
- Achieve Long-term Fiscal Sustainability

CONCLUSION:

Staff recommends the City Council:

1. Authorize the use of OMNIA Partners, Public Sector National Cooperative Agreement No. #01-125 with Merrill & Associates for the City's analog phone system upgrade.
2. Approve and authorize the Statement of Work (Attachment 1) to Merrill & Associates, and Avaya value-added reseller (VAR) (Attachment 4), for the upgrade of the City's analog phone system from v6.0.1 to v10.2 for an amount not to exceed (NTE) \$275,754.
3. Approve and authorize a ten percent (10%) contingency in the amount of \$27,575 for unforeseen costs related to the project.
4. Approve and authorize an annual subscription and support services in an amount of \$70,069 for a term of one year (Attachment 2). Subscription services will begin after the completion of installation and will be subject to price increase based on an increase in the Consumer Price Index (CPI) for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, which would be determined using the November index for the current year and the November index for the preceding year.
5. Authorize the Interim City Manager, or designee, and the City Clerk to execute the Professional Services Agreement (Attachment 3) for a total amount of \$373,398 for implementation and one-year subscription, maintenance, and support.



STATEMENT OF WORK

**UPGRADE SOFTWARE FROM CM6 TO AVAYA AURA CM 10
WITH G450 GATEWAYS AND VOICE MAIL**

MERRILL / JENNE OMNI PARTNER # 01-125

PREPARED FOR



PREPARED BY:

MICHAEL D. CARTER

MERRILL & ASSOCIATES

P.O. BOX 279, BREA CA 92822

714-388-3275

MCARTER@MERRILLUSA.COM

AVAYA

Platinum
BUSINESS PARTNER

PROJECT OVERVIEW

This document will serve as the preliminary Statement of Work (SOW), agreement between Merrill & Associates (hereafter referred to as Merrill) and the City of Costa Mesa (hereafter referred to as Client).

Merrill will design, implement, and project manage the successful implementation of the following:

- ***The City of Costa Mesa will provide all Virtual Servers (VMWare) resources for this project.***
- Merrill will Configure and Download software onto Customer (City of Costa Mesa) provided servers.
- Merrill to Configure Avaya Aura CM release 10 Software to mirror Costa Mesa's existing Avaya Release 6 configuration.
- Merrill to upgrade existing Voice Mail to Avaya Mail
- ***Please Note:***
Ensure all users have set up their mailboxes on the current Aura Messaging System. Their name, greeting, and any existing messages in their mailbox will be migrated to the new system.
- *If they do **not** complete this setup, the new system—by default—**does not** include text-to-speech functionality. This means that if a user has not recorded at least their name in their current mailbox, callers sent to voicemail will hear:*
"You have reached mailbox number XXXX" instead of the user's name.
- Merrill to replace the existing G650 Gateways with new G450 Gateways with Media Modules.
- Merrill to upgrade existing (3) Remote Location S8300 LSP processors to Avaya's most current supported S8300E version.
- Merrill will move all existing Analog and Digital sets to the upgraded Platform (Gateways at the CORE).
- Merrill will move all existing City of Costa Mesa T1 Circuits, Analog Lines and Fax Lines in-service at the CORE to the upgraded Avaya Aura Platform.
- Merrill will install and train City of Costa Mesa personal on a new Call Detail Recording (CDR) subscription software Package.
- City of Costa Mesa will now be able to execute up to a Five (5) year fixed rate Software Subscription agreement with CMR10 software.
- City of Costa Mesa will now be able to execute up to a Five (5) year fixed rate Hardware support agreement with the upgraded G450 Gateways and Media Modules.

MATERIAL LIST:

Application	Quantity	Product Description
CORE CDR SOFTWARE	1	MICROCALL CDR SUBSCRIPTION LICENSE YEAR 1 OF A 5 YEAR AGREEMENT
CORE MESSAGING	550	AVAYA MESSAGING UPGRADE R8/R10
CORE GATEWAY POWER CORD	8	POWER CORD USA
CORE ANALOG MODULES	4	MM711 ANALOG MEDIA MODULE RHS
CORE ANALOG MODULES	7	MM716 ANALOG MEDIA MODULE 24 FXS RHS
DIGITAL MEDIA MODULES	19	MM717 24 PORT DCP MEDIA MODULE RHS
CORE BACKBOARD MATERIAL	1	120A CSU CABLE 50 FEET RHS
CORE T1 MEDIA MODULE	1	MM710B E1/T1 MEDIA MODULE
CORE GATEWAY	4	G450 MP160 MEDIA GATEWAY
REDUNDANT POWER SUPPLY	4	G450 R2 POWER SUPPLY
REMOTE LSP PROCESSOR	1	S8300E PRELOADED PROCESSOR
REMOTE LSP PROCESSOR	1	S8300E PRELOADED PROCESSOR
REMOTE LSP PROCESSOR	1	S8300E PRELOADED PROCESSOR

IMPLEMENTATION PLAN

- **Civic Center (Core site)**
 - Upgrade current CM6 to CM10
 - Download OVAs from Avaya website
 - Deploy OVAs on VMware environment at the City of Costa Mesa
 - Configure the following servers:
 - Build & implement CM-A & CM-B Servers on VMware platform
 - Build & implement Session Manager Server on VMware platform
 - Build & implement System Manager Server on VMware platform
 - Build & implement AADS Server on VMware platform
 - Build & implement Diagnostic Server on VMware platform
 - Build & implement Avaya Messaging – Voice Server
 - Build & implement Avaya Messaging – Consolidated Server
 - Integrate all servers with Avaya Communication Manager
 - Download CM translations (database)
 - Modify database to accommodate the CM10 format
 - Upload new database to the new CM10 processors
 - Implement Avaya Messaging
 - Stage and configure G450 gateways at Merrill Lab
 - Upgrade the firmware on the gateways and medial modules
 - Rack G450 gateways at Civic Center
 - Register gateways to new CM10 processor
 - Upgrade firmware on existing remote gateways & media modules
 - Cutover to new CM10 after-hours
 - Register all existing remote gateways to new CM10
 - Provide end-user documents (quick reference guides on voicemail)
 - Provide first day support (Technician on site & remote Engineering)
 - Provide project management, coordination, and installation support
 - Decommission old CM6 servers & G650 cabinets & Avaya ERS switches

- **Remote Access and VPN**
 - For remotely delivered Install Services, Customer will provide a VPN via high-speed Internet connection prior to the start of all Services activities
 - Customer will provide a system user ID and password, with appropriate permissions
 - For remotely delivered Maintenance Services, Customer will provide a VPN via high-speed Internet connection
- **MG 2 – Fire Station 1**
 - Change MGC & register to new CM10 core
 - Upgrade firmware on G430
 - Upgrade firmware on media modules
 - Status stations & trunks
 - Test phones for inbound, outbound, & voicemail
- **MG 3 – Fire Station 2**
 - Change MGC & register to new CM10 core
 - Upgrade firmware on G430
 - Upgrade firmware on media modules
 - Status stations & trunks
 - Test phones for inbound, outbound, & voicemail
- **MG 4 – Downtown Recreation Center & Fire Station 3**
 - Change MGC & register to new CM10 core
 - Upgrade firmware on G430
 - Upgrade firmware on media modules
 - Status stations & trunks
 - Test phones for inbound, outbound, & voicemail
- **MG 5 – Fire Station 4**
 - Change MGC & register to new CM10 core
 - Upgrade firmware on G430
 - Upgrade firmware on media modules
 - Status stations & trunks
 - Test phones for inbound, outbound, & voicemail
- **MG 6 – Fire Station 6**
 - Change MGC & register to new CM10 core
 - Upgrade firmware on G430
 - Upgrade firmware on media modules
 - Status stations & trunks
 - Test phones for inbound, outbound, & voicemail
- **MG 7 – Police Metro Sub Station**
 - Upgrade LSP to CM10
 - Configure S8300E in lab & replace processor

- Register S8300 processor to new CM10 core
- Change MGC & register to new CM10 core
- Upgrade firmware on G430
- Upgrade firmware on media modules
- Status stations & trunks
- Test phones for inbound, outbound, & voicemail

- **MG 8 – Balearic Community Center**
 - Upgrade LSP to CM10
 - Configure S8300E in lab & replace processor
 - Register S8300 processor to new CM10 core
 - Change MGC & register to new CM10 core
 - Upgrade firmware on G430
 - Upgrade firmware on media modules
 - Status stations & trunks
 - Test phones for inbound, outbound, & voicemail

- **MG 9 – Senior Center**
 - Upgrade LSP to CM10
 - Configure S8300E in lab & replace processor
 - Register S8300 processor to new CM10 core
 - Change MGC & register to new CM10 core
 - Upgrade firmware on G430
 - Upgrade firmware on media modules
 - Status stations & trunks
 - Test phones for inbound, outbound, & voicemail

- **MICROCALL CDR**
 - Provide remote Microcall installation via WebEx (or similar) access. Micro-Tel will install and configure the Microcall system remotely with the help of the local Merrill contact.
 - Configure / Assist with Company Directory Imports (if used).
 - Monitor and Test Data Collection – ensure data is being received from all platforms to confirm that it is collected and processed correctly.
 - Configure Data Collection Alarms – notification/alerts if the connection between the CM and Microcall is down. The notifications will be sent out via email.
 - Configure, Test, & Schedule Automated Reports.
 - Configure Toll Fraud Conditions / Call Alerts / Emergency 911 Alerts.
 - Verify that Automatic Backup is configured.
 - Microcall Support Services Group will work with Merrill/City of Costa Mesa administrators as required to set up the reports/alerts/Dashboards.
 - Perform end-user training. We will train all the administrators of the Microcall system AND the managers that will be accessing reports. End-user training sessions will be scheduled and performed via WebEx (or similar).

- **Virtual Server Specifications: Avaya Aura**

Core														
Server	OS	Minimum vCPU Speed - MHz	vCPUs Reserved - QTY	vCPU Reservation - MHz	Virtual RAM - GB	Memory Reservation - MB	Storage - GB	VNICs	# IPs	Mgmt VLAN	Voice VLAN #1	Voice VLAN #2*	ESXi	Profile
System Manager	Red Hat Enterprise Linux (Avaya Provided OVA)	2185	6	13110	12	12288	170	1	1	Yes	-		8.0*	2
Session Manager	Red Hat Enterprise Linux (Avaya Provided OVA)	2200	3	3300	5	5132	100	2	2	Yes	Yes		8.0*	1
Communication Manager - A	Red Hat Enterprise Linux (Avaya Provided OVA)	2170	3	6510	5	5120	64	2	2	-	Yes	Yes	8.0*	Duplex
Communication Manager - B	Red Hat Enterprise Linux (Avaya Provided OVA)	2170	3	6510	5	5120	64	2	2	-	Yes	Yes	8.0*	Duplex
Avaya Aura Device Services	Red Hat Enterprise Linux (Avaya Provided OVA)	2100	6	6900	9	9216	250	1	1	Yes	-	-	8.0*	1
Avaya Messaging - Primary Voice Server	Windows Server 2016, 2019 or 2022 (Customer Provided & Licensed)	2200	8	8800	16	12888	500	1	1	-	Yes	-	-	-
Avaya Messaging - Consolidated Server	Windows Server 2016, 2019 or 2022 (Customer Provided & Licensed)	2200	8	8800	16	12888	500	1	1	-	Yes	-	-	-
Diagnostic Server	Red Hat Enterprise Linux (Avaya Provided OVA)	2300	4	4000	8	8192	250	1	1	-	Yes		8.0*	-
			41	57930	76		1898							

- **Virtual Server Specifications: Microcall**

Minimum Hardware / Software Requirements

Microcall Requirements	
Processor(s)	at least 4 vCPU's
RAM	at least 16 GB
Operating System	Microsoft Server 2016 - 2022
MS SQL Server	MS SQL Server 2014 - 2022 (including Express versions)
Disk Space App Server	50GB
Disk Space SQL Server	1GB per 250,000 calls in database
Browser	Any HTML5 compatible browser (Chrome, Firefox, Edge, Chromium, Safari, etc.)
Networking	Static IP address

* SQL can be installed locally on the Microcall App Server or you can point Microcall to an existing SQL Server.

Virtual Environment - Virtual machines are supported as long as they meet the minimum specs. Tested VM environments include VMWare ESX/ESXi, MS Hyper-V and Oracle Virtual Box.

- **Price Quote**

Description	Qty	Unit Cost	Ext. Cost
Microcall Subscription Call Detail Recording (CDR) Software	1	\$3,250.00	\$3,250.00
Avaya G450 Gateway(s) & Media Modules	1	\$151,260.72	\$151,260.72
Avaya Tariff Recovery Fee	1	\$5,229.10	\$5,229.10
Hardware / Software Sub-Total			\$159,739.82
Installation Microcall Call Detail Recording (CDR) Software	1	\$2,000.00	\$2,000.00
Installation Voice Message	1	\$13,787.55	\$13,787.55
Installation Avaya G450 Gateway(s) & Upgrade R10 Software	1	\$87,847.32	\$87,847.32
Professional Services Installation Sub-Total			\$103,634.87
Sales Tax @ 7.75%			\$12,379.84
Project Upgrade Total			\$275,754.53

Note 1: Excludes CM10 Software Subscription Renewal. Existing 12 Month Subscription expires 12/25

Note 2: Excludes Hardware Maintenance Support. Existing 12 Month agreement expires 12/25

The U.S. Government has announced new tariffs that increase the cost of certain goods imported into the country. As a result, **effective April 21, 2025**, a new line item will appear on our invoices labeled "Duties Recovery Fee." This fee will cover additional costs resulting from the tariffs. Please note that this fee will not be reflected in Merrill and Associates existing or future quotes – it will only be added when invoices are generated. This is similar to how Freight and Taxes are shown on your invoices today. Importantly, this recovery fee will only be applied while the tariffs remain in effect. You should, however, expect a timing lag when tariffs are removed, to consume existing inventory which has been tariffed but not yet sold.

- **Estimated Recovery Fee as of 9/13/2025**

Qty	Description	Unit Recovery Fee	Ext. Recovery Fee
8	Power Cord	\$1.53	\$12.24
4	MM711	\$157.92	\$631.68
7	MM716	\$126.90	\$888.30
19	MM717	\$147.82	\$2,808.58
1	MM710B	\$126.90	\$126.90
4	G450 R2 Power Supply	\$190.35	\$761.40
Estimated Recovery Fee			\$5,229.10

Acceptance of Proposal for **City of Costa Mesa** dated ():

The signature of an Authorized **City of Costa Mesa** Representative is required for Merrill & Associates. to proceed with the ordering of the material and scheduling of the resources to complete the project.

Authorized Representative- Sign name

Authorized Representative- Print name

Authorized Representative- Title

Date

Customer Name:	City of Costa Mesa			Page 1 of 1	total pages 1
Sold To/FL #:	Various				
Equipment Location Address:			Customer Contact:	Installation Date:	
Locations Listed Separately Below			Michael Steinke	☐ Actual OR ☐ Estimated	
City	State	Zip	Customer Contact Telephone Number:	Coverage Term: 12 Month Agreement:1/1/2026 to 1/31/2026, Prepaid.	
Costa Mesa	CA	92626	714-754-4879		

Customer authorizes Avaya to release information related inventory and billing for this customer location to the authorized Avaya BusinessPartner/Distributor. This information will enable the Avaya BusinessPartner/Distributor to accurately quote to Customer future Avaya products and services. Unless otherwise specified, this authorization shall remain in effect until the earlier of written notification by the Customer or the termination/expiration of maintenance by the original BusinessPartner whose name appears on this Order Form.

Customer Legal Entity: City of Costa Mesa	Vendor Legal Entity: Merrill & Associates, Inc.
Address 79 Fair Drive, Costa Mesa, CA 92626	Address 1305 Pioneer St., Brea CA 92821
Name (Printed or Typed)	Name (Printed or Typed) Damion Merrill
Title	Title Vice President
Signature	Signature
Date	Date

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH MICHAEL L. MERRILL & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of October 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MICHAEL L. MERRILL & ASSOCIATES, a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide Avaya phone system upgrade implementation services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A," both incorporated herein.

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Three Hundred Forty-Five Thousand Eight Hundred Twenty-Three Dollars and no cents (\$345,823.00), which includes the Project Upgrade Total of \$275,754.53, and the annual subscription and support cost of \$70,069 for periodic software

patches and upgrades. The Subscription services will be subject to an increase (after completion of the installation) in the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI), which would be determined using the November index for the current year and the November index for the preceding year.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on October 22, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement including renewal options for the Subscription Services, may be extended by [2] additional [1] year periods upon mutual written agreement of both parties.

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

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

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

5.0. INSURANCE

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

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

vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Merrill & Associates

IF TO CITY:

City of Costa Mesa

P.O. Box 279
Brea, CA 92822
Tel: (714) 388-3275
Attn: Michael D. Carter

77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-4879
Attn: Michael Steinke

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and

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

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

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

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

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

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

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

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

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

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results

under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative

of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

Print Name and Title

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Michael Steinke
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Steve Ely
Information Technology Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____



Avaya LLC - Corporate Headquarters

350 Mt. Kemble Avenue
Morristown, NJ 07960 USA
www.avaya.com

September 24, 2025

City of Costa Mesa
77 Fair Dr, Costa Mesa, CA 92626

To whom it may concern:

This letter serves to confirm that **Merrill and Associates** is recognized as a **Platinum Partner in good standing with Avaya**.

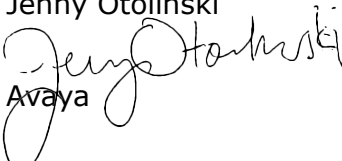
As a Platinum Partner, Merrill and Associates has demonstrated a high level of expertise, commitment, and performance in delivering Avaya solutions. The company is fully authorized to **sell, install, and support** Avaya products and services across a wide range of industries and customer environments.

Merrill and Associates continues to meet Avaya's rigorous standards for technical proficiency, customer satisfaction, and business performance, and remains a trusted provider of Avaya's innovative communication and collaboration technologies.

Should you require further verification or have any questions, please feel free to contact us directly.

Sincerely,

Jenny Otolinski


Avaya



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-535

Meeting Date: 10/21/2025

TITLE:

ACCEPTANCE AND ALLOCATION OF THE 2025-26 OFFICE OF TRAFFIC SAFETY GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: NICK WILSON, SERGEANT

CONTACT INFORMATION: NICK WILSON (714) 754-4963

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2025-XX, which ratifies the application for a grant award from the State of California - Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and authorize the Interim City Manager or designee to execute the grant documents, including the Grant Agreement, and accept and administer the grant.
2. Approve revenue and expense appropriations in the amount of \$280,000, for the Fiscal Year 2025-26 OTS STEP Grant for a grant period from October 1, 2025 through September 30, 2026.

BACKGROUND:

The National Highway Transportation Safety Administration distributes federal funding to California through the Office of Traffic Safety. The mission of the Office of Traffic Safety is to effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways. Grants are used to mitigate traffic safety program deficiencies, expand ongoing programs, and/or to develop new programs. Grant funding cannot replace existing program expenditures, nor can traffic safety funds be used for program maintenance, research, rehabilitation, and/or construction.

The Police Department has been awarded similar OTS grants in the past, which have significantly assisted the objectives of the Traffic Safety Bureau and improved traffic safety for residents and visitors in Costa Mesa. Since 2005, the Office of Traffic Safety has awarded the Costa Mesa Police Department nineteen (19) traffic safety related grants. The funds associated with these grants were used to purchase specialized equipment and to fund the costs of personnel working targeted traffic operations. During each grant year, the Traffic Safety Bureau successfully accomplished grant operational objectives.

Traffic safety for vehicular traffic, bicycles and pedestrians is a vital concern as the city promotes a healthy, active lifestyle and sustainable transportation options, and OTS grants assist in addressing these worthy goals. Additionally, the Traffic Safety Bureau prioritizes public awareness campaigns and community events aimed at educating residents about the importance of mutual respect among all road users. By fostering a culture of safety, Costa Mesa strives to make its streets safer and more enjoyable for all residents and visitors.

ANALYSIS:

The Office of Traffic Safety assembles collision data rankings based on city population numbers. The most recent year of compiled statistics used by OTS was 2022. Costa Mesa was then ranked with 61 other cities with a population of 100,001-250,000. During 2022, Costa Mesa ranked 35th for total number of injury crashes. In the OTS rankings #1 would refer to the highest number of injury crashes in the comparative group of cities. The ranking of 35th means Costa Mesa is average among other cities of similar size for injury crashes. The OTS STEP grant provides funding for enforcement of violations that are the leading causes of collisions with the goal of improving the safety of all roadway users.

Along with reducing collisions, impaired driving enforcement has always been a top priority for the Police Department. The Department's commitment to DUI enforcement is evident in the OTS data rankings. Costa Mesa had the top OTS ranking 61 of 61 other cities for DUI arrests (889 arrests) in 2022. This means the Police Department made more DUI arrests than any of the 60 other cities in our population group.

Historically, the Department staffed a full-time impaired driving enforcement team consisting of two (2) full-time officers to help address roadway safety. Over the years, the DUI team has been suspended due to staffing challenges within the department. As of September 2025, increased staffing has allowed for the full-time DUI team to commence once again. OTS grant funding helps to supplement DUI enforcement each year by funding DUI patrols on an overtime basis.

Since the 2014 addition of driving under the influence of drugs (DUID) laws, CMPD has used grant funds to train new officers so they can actively enforce these new and highly technical laws.

The OTS STEP Grant also funds DUI checkpoints. These checkpoints are educational, highly visible, and provide a deterrent against impaired driving. Additionally, checkpoints require a significant number of personnel to operate effectively and thus costly. Without grant funding, the Department's ability to address DUI drivers through enforcement operations and DUI checkpoints would be very limited.

The Police Department submitted applications and received tentative approval for the 2025-26 OTS STEP Grant. The grant will allow the Department to implement the Selective Traffic Enforcement Program (STEP). This program will provide a comprehensive approach to reducing violations, which commonly lead to collisions, while maintaining a focus on impaired and suspended/unlicensed drivers. Grant funds will be used to staff sobriety/driver license checkpoints and to staff targeted enforcement operations. In addition, funds will be used to purchase operation related equipment and support additional law enforcement training related to DUI investigations and enforcement activities. This grant also emphasizes the importance of raising awareness and educating the public through press releases, social media, and highly visible operations. It requires a minimum of four (4)

educational presentations to the community, focusing on topics such as bicycle and pedestrian safety, seat belts, distracted driving, and child passenger safety. The grant objectives to implement public education, provide advanced officer training, and conduct high visibility enforcement operations, will support the Police Department's overall goal of reducing injury collisions and saving lives.

The Department's current grant expired on September 30, 2025. The 2025-2026 grant will enable the Police Department to build upon successes achieved to date, while providing new objectives for increasing traffic safety throughout the City. The funding will allow the Department additional resources to combat impaired driving and enforce traffic laws aimed at saving lives. Objectives of the OTS grant includes DUI saturation patrols; traffic enforcement operations targeting red lights and excessive speed; distracted driving violations; traffic enforcement at high collision intersections; and sobriety/driver license checkpoints.

Currently there are 33 objectives outlined in the OTS grant agreement. A few of those specific project objectives include:

- Conduct four (4) Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.
- Participate in National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, National Bicycle Safety Month, and several other national campaigns related to driving awareness.
- Conduct thirty-five (35) DUI saturation patrols.
- Conduct nine (9) special traffic safety enforcement operations targeting red light, excessive speed, and other violations at or near intersections with a disproportionate number of traffic collisions.
- Conduct ten (10) special enforcement operations targeting distracted driving violations.
- Conduct two (2) special traffic safety enforcement operations targeting vehicles that pose a threat to bicyclists and pedestrians.
- Conduct four (4) DUI/DL checkpoints.
- Participate in two (2) highly visible collaborative Traffic Enforcement operations.
- Provide advanced officer training in DUI enforcement to 14 officers.

OTS grant funding is based on the federal fiscal year, which begins on October 1, 2025, and ends on September 30, 2026. The Grant Agreement allocates \$280,000, which will be utilized over the federal fiscal year 12-month period. OTS will reimburse the City for approved grant expenditures throughout the grant period.

Although the majority of OTS STEP grant is designed to support enforcement efforts with the goal of reducing injury traffic collisions, the Traffic Safety Bureau recognizes that it is only through enforcement and education that we can fully realize this goal.

Therefore, in addition to the grant educational requirements, the Traffic Safety Bureau will continue to pursue additional educational efforts to improve roadway safety unrelated to this grant, including collaborating on a city service agreement to provide bicycle safety programming for students and the

community at all Newport Mesa Unified School District schools in Costa Mesa. The Traffic Safety Bureau is committed to collaborating with the community for educational purposes related to bicycle and pedestrian safety.

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

ALTERNATIVES:

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

FISCAL REVIEW:

Upon acceptance of the Fiscal Year 2025-26 OTS STEP Grant, revenue, and expense appropriations in the amount of \$280,000 respectively will be established in the State Grant Fund (Fund 231). The grant period is from October 1, 2025, through September 30, 2026. The grant is estimated to cover the full expenditure of the program.

LEGAL REVIEW:

The City Attorney's Office has reviewed the 2025 OTS STEP Grant Agreement, proposed resolution, and this report, and has approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal:

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

CONCLUSION:

Staff recommends the City Council:

1. Approve the proposed Resolution No. 2025-XX, which ratifies the application for a grant award from the State of California - Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) and authorize the Interim City Manager or designee to execute the grant documents, including the Grant Agreement, and accept and administer the grant.
2. Approve revenue and expense appropriations in the amount of \$280,000 respectively, for the Fiscal Year 2025-26 OTS STEP Grant for a grant period from October 1, 2025, through September 30, 2026.

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Costa Mesa	3. Grant Period From: 10/01/2025 To: 09/30/2026
4. AGENCY UNIT TO ADMINISTER GRANT Costa Mesa Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. In addition, the department will participate in community collaboration and engagement activities to engage in conversations regarding traffic safety with community members.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$280,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) - Exhibit A – Certifications and Assurances - Exhibit B* – OTS Grant Program Manual - Exhibit C – Grant Electronic Management System (GEMS) Access *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Nick Wilson TITLE: Sergeant EMAIL: nwilson@costamesaca.gov PHONE: (714) 754-4963 ADDRESS: 99 Fair Drive Costa Mesa, CA 92626 _____ (Signature) (Date) C. FISCAL OFFICIAL NAME: Carol Molina TITLE: Finance Director EMAIL: carol.molina@costamesaca.gov PHONE: (714) 754-5036 ADDRESS: 77 Fair Drive Costa Mesa, CA 92626 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Cecilia Gallardo Daly TITLE: City Manager EMAIL: cecilia.gallardodaly@costamesaca.gov PHONE: (714) 754-5099 ADDRESS: 99 Fair Drive Costa Mesa, CA 92626 _____ (Signature) (Date) D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: VLGSYJVFJ4M7 REGISTERED ADDRESS: 77 Fair Drive CITY: Costa Mesa ZIP+4: 92626-6520
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	\$60,000.00
1906-26	20.611	0521-0890-101	2025	04/25	BA/25	\$2,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	\$200,000.00
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	\$18,000.00
				AGREEMENT TOTAL		\$280,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$280,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
				\$280,000.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Costa Mesa, California, located in Orange County, is a vibrant city known for its rich cultural scene, diverse community, and proximity to Southern California's attractions. Costa Mesa was incorporated in 1953, transforming from a semi-rural farming community into a bustling suburban city. Costa Mesa offers a blend of urban and suburban living, with a strong emphasis on arts, culture, and community engagement. Costa Mesa offers 28 parks, two municipal golf courses, 20 public schools and three libraries. Costa Mesa encompasses a total of 16 square miles and has a population of approximately 109,000 (US Census 2023). State Highway 55 has its southern terminus, and State Highway 73 has its northern terminus within Costa Mesa. Interstate 405 also runs directly through the middle of the city. Costa Mesa has evolved from a semi-rural farming community of 15,000 to a city with a robust local economy.

The city is home to South Coast Plaza, one of the nation's largest shopping centers. It attracts millions of visitors annually. Costa Mesa is also famous for the world-class Segerstrom Center for the Arts and South Coast Repertory Theatre. The city has a diverse dining scene and is home to The Lab and The Camp, two counter-culture retail developments, and the SoCo Collection, a cutting edge, environmentally friendly shopping center. Costa Mesa has a large tourist industry centering on the nearby beach and coastal area, the Orange County Fairgrounds, one of the largest fairs in California, drawing over a million visitors each year. The city has a vibrant arts scene, with numerous galleries, theaters, and public art facilities. The Pacific Amphitheatre, located at the OC Fair & Event Center, is a popular venue for concerts and events. Also, there are hundreds of thousands of commuters daily during the summer months.

The City's location provides easy access to many of Southern California's major attractions, including beaches, mountain areas, high and low deserts, Disneyland, Knott's Berry Farm, Palm Springs and Los Angeles. Due to the increase in numbers of both locals and visitors, high traffic density in parts of Costa Mesa increases the risk of crashes. Pedestrians and cyclists are particularly vulnerable in busy corridors. Limited traffic control measures in some neighborhoods contribute to unsafe conditions. We are committed to supporting everyone using our roadways.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

Traffic Enforcement Staffing:

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

DUI Enforcement:

Costa Mesa has historically had a serious DUI problem due to numerous ABC establishments located within the city boundaries, a highly traveled freeway terminating in our city, and our roadways being used to access nearby tourist cities such as Huntington Beach and Newport Beach. To mitigate our DUI issue in Costa Mesa, a combination of prevention, enforcement, and education is crucial. Strengthening partnerships with local businesses, increasing DUI saturation patrols, and continuing public outreach efforts can help reduce the frequency and impact of DUI incidents. The Traffic Safety Bureau had a year-round, two-person DUI

enforcement team in 2021 and 2022. During that time there were 1093 DUI arrests in 2021 and 941 DUI arrests in 2022. Due to loss of personnel, the DUI enforcement team was suspended in October 2023, and there were only 851 DUI arrests department-wide that year. The Traffic Safety Bureau was not able to staff a full-time DUI enforcement team in 2024, and DUI arrests dropped to 518 that year. OTS-funded DUI checkpoints and DUI saturation patrols resulted in 105 DUI arrests in 2024. There were 208 DUI traffic crashes in Costa Mesa in 2024.

Distracted Drivers:

Driving while using a cell phone is extremely dangerous and poses a significant risk to drivers, passengers, pedestrians, bicyclists, and other roadway users. Looking at a phone screen takes your eyes off the road, increasing the likelihood of being involved in a crash. Holding or manipulating a phone reduces your ability to perceive and react to changing road conditions. Distracted drivers are more likely to run red lights, drift out of their lane, or fail to stop in time, leading to crashes. Distraction-related crashes are often more severe because drivers fail to react in time to reduce impact. Costa Mesa had 54 crashes in 2024 where drivers reported to be using their phones at the time of the crash. Drivers using their cellphones while driving continues to be a problem in Costa Mesa. There were 2138 citations issued in Costa Mesa in 2024 to drivers who were using their cell phones while driving.

Pedestrians and Bicyclists:

In 2024, four pedestrians tragically lost their lives, and 59 others were injured in Costa Mesa crashes. While no cyclist fatalities occurred, 114 cyclists sustained injuries in crashes. Pedestrian travel, including the use of bicycles and electric bicycles and scooters, continues to grow in popularity throughout the city, with many school-aged students relying on electric bicycles as their primary mode of transportation to and from school. The Costa Mesa Police Department is dedicated to enhancing public awareness through community traffic safety education programs. These initiatives and bicycle safety workshops play a crucial role in educating the Costa Mesa community about potential street hazards and provide essential safety tips to vulnerable roadway users. While the exact number of lives impacted is difficult to quantify, these programs positively influence every participant. Despite challenges in measuring overall effectiveness, they consistently receive strong community support and active participation, making them a valuable and indispensable asset to the department.

Street Racing/Sideshows:

Costa Mesa stands out for its strong community involvement in policing, focusing on identifying and solving problems collaboratively. By maintaining ongoing partnerships with businesses, residents, community stakeholders, and the general public, the police department gains valuable insights into the community's diverse concerns. This proactive approach has helped spotlight emerging criminal trends such as street racing and sideshows, which have become significant issues on Orange County streets.

Street racing, sideshows, and drag racing have become growing concerns in Orange County, with a significant rise in incidents since the pandemic in 2020. The illegal activities, occurring multiple times a week, pose serious risks to public safety and often result in property damage to the local roadways. Currently the department's partnership for countywide street racing enforcement is limited due to staffing constraints. However, with current funding from OTS, it has enabled increased collaboration with neighboring agencies, enhancing Costa Mesa's Street racing enforcement capabilities. These collaborative efforts have proven highly effective by allowing agencies to share resources and knowledge, resulting in more efficient and impactful outcomes.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The population in Costa Mesa affected by traffic issues is diverse and includes various groups within the community, such as families and students, commuters, business owners and patrons, pedestrians and cyclists, and others in the general public. Parents and students commuting to schools in the Newport-Mesa Unified School District face increased risks from congestion, speeding, and pedestrian safety concerns near school campuses. The growing use of electric bikes and scooters, particularly among school-aged children, exposes this group to safety risks due to inadequate infrastructure and driver inattention. Many residents

commute within Costa Mesa or to neighboring cities for work, relying heavily on cars due to limited public transportation. Congestion on major roads and freeways like the 55, 405, and 73 creates delays and frustration. Non-residents traveling through Costa Mesa for work or leisure also contribute to and are impacted by traffic issues.

Costa Mesa Police Department is committed to proactively working to create the safest possible driving experience for our residents, commuters and visitors. Our goal is to work diligently by conducting high visibility enforcements, providing education, and engaging in community collaboration and engagement events to help reduce traffic crashes and fatalities and keep everyone driving on our roadways safe.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	Target Number 1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	7
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	5
6. Send law enforcement personnel to the DRE Recertification training.	2
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for	4

each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
8. Conduct DUI Saturation Patrol operation(s).	35
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	9
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	10
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
14. Participate in highly visible collaborative DUI Enforcement operations.	2
15. Participate in highly visible collaborative Traffic Enforcement operations.	1
16. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
17. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2
18. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	3
3. METHOD OF PROCEDURE	
A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)	
- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. - Conduct all training needed to implement the program, in the first quarter. - Purchase all grant related supplies and materials to implement the program, in the first quarter. - Items with a unit cost of \$5,000 more (including tax and shipping) must comply with Buy America. - In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. - Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.	
<u>Media Requirements</u>	
Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.	
B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)	
<u>Media Requirements</u>	
The following requirements are for all grant-related activities:	

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
1906-26	20.611	Racial Profiling Prohibition Grants	\$2,000.00
405e DDL-26	20.616	Distracted Driving Laws	\$18,000.00
402PT-26	20.600	State and Community Highway Safety	\$60,000.00
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$200,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164AL-26	\$14,000.00	4	\$56,000.00
DUI Saturation Patrols	164AL-26	\$2,600.00	35	\$91,000.00
Collaborative DUI Enforcement	164AL-26	\$2,600.00	2	\$5,200.00
Benefits for 164AL OT @ 23.82%	164AL-26	\$152,200.00	1	\$36,254.00
Traffic Enforcement	402PT-26	\$2,700.00	9	\$24,300.00
Motorcycle Safety	402PT-26	\$2,600.00	2	\$5,200.00
Pedestrian and Bicycle Enforcement	402PT-26	\$2,600.00	2	\$5,200.00
Street Racing and Sideshow Enforcement Operations	402PT-26	\$2,600.00	2	\$5,200.00
Collaborative Traffic Enforcement	402PT-26	\$2,600.00	1	\$2,600.00
Traffic Safety Educational Presentations	402PT-26	\$490.00	4	\$1,960.00
Benefits for 402PT OT @ 23.82%	402PT-26	\$44,360.00	1	\$10,567.00
Distracted Driving Enforcement	405e DDL-26	\$1,453.70	10	\$14,537.00
Benefits for 405e DDL OT @ 23.82%	405e DDL-26	\$14,537.00	1	\$3,463.00
Community Collaboration Engagement	1906-26	\$538.30	3	\$1,615.00
Benefits for 1906 OT @ 23.82%	1906-26	\$1,615.00	1	\$385.00
Category Sub-Total				\$263,481.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	\$4,173.00	1	\$4,173.00
				\$0.00
Category Sub-Total				\$4,173.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	\$4,796.00	1	\$4,796.00
Portable Light Tower	164AL-26	\$6,750.00	1	\$6,750.00

Computer or Tablet	402PT-26	\$800.00	1	\$800.00
Category Sub-Total				\$12,346.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$280,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Benefits for 164AL OT @ 23.82% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Total Benefits breakdown:

Medicare 1.45%

Unemployment .16%

Workers Comp 10.47%

Other Comp 11.74%

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel

Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.

Benefits for 402PT OT @ 23.82% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Total Benefits breakdown:

Medicare 1.45%

Unemployment .16%

Workers Comp 10.47%

Other Comp 11.74%

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits for 405e DDL OT @ 23.82% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Total Benefits breakdown:

Medicare 1.45%

Unemployment .16%

Workers Comp 10.47%

Other Comp 11.74%

Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.

Benefits for 1906 OT @ 23.82% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Total Benefits breakdown:

Medicare 1.45%

Unemployment .16% Workers Comp 10.47% Other Comp 11.74%
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Portable Light Tower - High intensity light on a telescoping shaft and stabilized platform to illuminate a wide area for greater visibility during night time operations. Costs may include a generator, battery, cart, and accessories. Computer or Tablet - For use in tracking or conducting grant activities and producing required reports. Costs may include a desktop computer, monitor, laptop, tablet, printer, software and accessories.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under. The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS). Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[A\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

- rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RATIFYING THE APPLICATION FOR A GRANT AWARD FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE ALL GRANT DOCUMENTS, AND ACCEPT AND ADMINISTER THE GRANT

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

WHEREAS, the California Office of Traffic Safety (OTS) has established the Selective Traffic Enforcement Program (STEP) grant with the objective of reducing the number of persons killed and injured in crashes involving alcohol and other primary collision factors; and

WHEREAS, OTS has allocated to the City of Costa Mesa \$280,000 in grant funds for the period of October 1, 2025 through September 30, 2026; and

WHEREAS, the City of Costa Mesa supports the Program goals and wishes to participate in the Program; and

WHEREAS, the City Council desires to authorize the City Manager or her designee to execute all grant documents and accept and administer the grant.

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

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

Section 2. The City Council hereby ratifies the application for a STEP grant from the California Office of Traffic Safety and approves revenue and expense appropriations in the amount of \$280,000 respectively, for the 2025-26 OTS STEP Grant.

Section 3. The City Council hereby authorizes the City Manager or her designee is to execute all grant documents, including the grant agreement, accept and administer the grant, and take all steps necessary to implement this authorization and STEP requirements and objectives.

PASSED AND ADOPTED this 21st day of October, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 21st day of October, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21st day of October, 2025.

Brenda Green, City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-442

Meeting Date: 10/21/2025

TITLE:

**FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN DRAFT PREFERRED LAND USE PLAN
- REVIEW AND RECOMMENDATION**

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

**PRESENTED BY: MELINDA DACEY, PRINCIPAL PLANNER, ANNA MCGILL,
PLANNING AND SUSTAINABLE DEVELOPMENT MANAGER, AND KAREN GULLEY / SUZANNE
SCHWAB, PLACEWORKS**

CONTACT INFORMATION: MELINDA DACEY, PRINCIPAL PLANNER, (714) 754-5611

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt City Council Resolution No. 2025-XX to confirm Planning Commission recommendation for a Draft Preferred Land Use Plan for the Fairview Developmental Center (FDC) Specific Plan and scope of environmental study, without committing the City to a specific course of action on the Specific Plan.
2. Provide direction to staff regarding a feasibility analysis of potential land uses for Harbor Frontage



Agenda Report

Item #: 25-442

Meeting Date: 10/21/2025

TITLE: FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN DRAFT PREFERRED LAND USE PLAN – REVIEW AND RECOMMENDATION

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT / PLANNING DIVISION

PRESENTED BY: MELINDA DACEY, PRINCIPAL PLANNER, ANNA MCGILL, PLANNING AND SUSTAINABLE DEVELOPMENT MANAGER, AND KAREN GULLEY / SUZANNE SCHWAB, PLACEWORKS

CONTACT INFORMATION: MELINDA DACEY, PRINCIPAL PLANNER, (714) 754-5611

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt City Council Resolution No. 2025-XX to confirm Planning Commission recommendation for a Draft Preferred Land Use Plan for the Fairview Developmental Center (FDC) Specific Plan and scope of environmental study, without committing the City to a specific course of action on the Specific Plan; and
2. Provide direction to staff regarding a feasibility analysis of potential land uses for Harbor Frontage

ENVIRONMENTAL CONSIDERATIONS:

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) of the CEQA Guidelines because the action is not a "project" pursuant to Section 15378(b)(5). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. Moreover, an Environmental Impact Report (EIR) will be prepared for the Specific Plan in accordance with the CEQA Guidelines. Direction on the preferred plan will be used to help define the project description that will be studied under the EIR.

BACKGROUND:**Site Description**

The Fairview Developmental Center (FDC) is a 115-acre property located at 2501 Harbor Boulevard in the City of Costa Mesa. The property is owned by the State of California, and the site was historically developed and operated as a residential care facility for individuals with developmental disabilities. Through extended negotiations, the State Department of General Services (DGS) will retain ownership of 20 acres for an Emergency Operations Center (EOC), and the Department of Developmental Services (DDS) complex needs housing. This 20-acre area of land will not be included in the FDC Specific Plan area. The proposed Specific Plan boundary encompasses approximately 95 acres. Of this, DDS will also retain 15 acres for affordable housing similar to the Harbor Village Apartments, leaving approximately 80 acres available for future development.

Figure 1: Site Location



City and State Contractual Obligations in the FDC Specific Plan Process

In June 2022, the State Legislature, through Senate Bill (SB) 188, approved Government Code Section 14670.31, which provides a framework for the reuse of the FDC property. The legislation codifies a partnership between the Department of General Services (DGS), the Department of Developmental Services (DDS), and the City of Costa Mesa, with defined roles for each entity.

To support this effort, the State allocated \$3.5 million in State funding to the City to develop a Specific Plan, conduct necessary studies, and manage a community-based planning process. The Legislature's intent for the redevelopment of the FDC site is to prioritize affordable housing to the greatest extent feasible, including a minimum of 200 units of permanent supportive housing, open space, and housing for individuals with developmental disabilities, and the City will create a Specific Plan for the FDC site that implements the provisions of Government Code Section 14670.31.

The City and the State executed an agreement on January 29, 2023, consistent with SB 188. As outlined in the agreement between the City and State, the final development plan must align with both the City's adopted vision and the State's interests. While the site is owned and controlled by the State (DGS), the agreement outlines the City's responsibilities for leading the land use planning process. The agreement envisioned that the City's planning work for FDC would be completed by December 2025 (recently extended to December 2026), and included the following deliverables:

- Robust Community Engagement Strategy (and implementation thereof);
- Comprehensive Conditions Report on the property and its setting;
- Economic Market Demand Report;
- Water Supply Assessment and coordination among Water Agencies;
- Project Conceptual Alternatives & a Preferred Plan Framework;
- Draft Specific Plan with Implementation Strategies;
- Public Draft Initial Study and Notice of Preparation, if required;
- Public Draft Environmental Impact Report;
- Draft Final Environmental Impact Report and Mitigation Monitoring and Reporting Program;
- Final Draft Specific Plan and Environmental Impact Report; and
- Public hearings for EIR certification and Specific Plan adoption, including any General Plan and Zoning amendments identified as necessary for consistency.

In accordance with the FDC project agreement with the State, the planning process has progressed to establishing the Preferred Plan Framework for environmental review purposes. The preferred land use plan is required to commence the environmental review step anticipated in the City-State agreement, and for which the City approved a contract with a consultant to prepare. The purpose of environmental review is to evaluate a project description and identify significant impacts and corresponding mitigation measures to inform the decision-making for the eventual Specific Plan.

The Planning Commission provided input on components to include within a Preferred Plan at three public study sessions held on May 27, 2025, June 23, 2025, and August 25, 2025, as described in further detail below, to make a recommendation to City Council for their consideration.

Preliminary Public Participation

An initial round of public outreach and engagement efforts commenced in October 2023 and occurred throughout the rest of the 2024 calendar year. A total of 18 public outreach and engagement meetings have been held to date, and past outreach events are available on the project webpage linked here: <https://fdcplan.com/participate/>. The outreach events have included in-person and virtual workshops, pop-up events, and study sessions. Materials for all workshop and pop-up events were provided both in English and Spanish, with Spanish interpreters available to assist attendees when needed. For in-person meetings, the City provided activities for children to enable parents to engage fully in outreach.

The feedback and findings expressed during public participation partially formed the basis to formulate three land use concepts that included priorities such as affordable housing, open space, mobility, and access. The land use alternatives were developed through coordination efforts with State agencies, feedback received through public engagement efforts (18 community outreach events), and the findings from the financial feasibility analysis to test housing unit thresholds, land use distribution, circulation network, open space, and organization of the site. In general, the majority of respondents supported more open space, the secondary access road, and lower density concepts (but maintaining 920 affordable units).

Financial Feasibility Analysis

As required by the agreement with the State, the City oversaw preparation of a Financial Feasibility Analysis ("Analysis") for the FDC site, using three land use concepts as test cases. The three land use concepts included different unit counts, at Concept 1/2,300 units, Concept 2/3,450 units, and Concept 3/4,000 units, along with land use components identified during public outreach. Incorporating market demand and pricing, the Analysis provides a detailed summary of the development cost at the FDC site, excluding the cost that affordable housing developers will pay to build and operate their projects. The analysis also includes project-wide infrastructure costs, such as demolition, roads, water, and sewer, along with public safety and open space needs for the level of development. Feasibility alternatives (i.e., changes in the assumptions for each land use concept that would make each concept more feasible) were included to identify adjustments that could make the overall project financially feasible.

Financial feasibility analyses are prepared and analyzed from the perspective of potential developers and ask the question: do the concepts provide enough market rate housing units to offset the costs to support the affordable housing, the DDS housing, and other amenities, such as public safety and parks and recreation facilities. It can be used to predict the potential feasibility of a project with the most accurate information at hand at the time the analysis is conducted. While these analyses try to anticipate future market trends, unforeseen trends or market factors could adjust identified feasibility when the master developer is ready to construct. The Analysis is a 'snapshot' of the current market and its considerations. For FDC, the Analysis evaluated the three concepts to determine how and whether a developer could redevelop the site and achieve an industry standard internal rate of return for project feasibility (15%). The table below is a summary of the results of the financial feasibility analysis:

Table 1: Total Cash Flow and Annual Internal Rate of Return			
	Concept 1	Concept 2	Concept 3
Cash Flow Sums with Financing and Cost/Revenue Escalation			
Total Cash Inflow	\$810,300,000	\$2,148,000,000	\$2,905,000,000
Total Cash Outflow	-\$962,700,000	-\$1,779,000,000	-\$2,235,000,000
Total Net Cash Flow	-\$152,360,000	\$369,100,000	\$669,8900,000
Financial Feasibility Metrics			
Annual Internal Rate of Return (IRR)	-20%	14.6%	16.7%
Feasibility Surplus/(Gap)	(\$233,000,000)	(\$5,020,000)	\$26,700,000

The financial feasibility analysis found that Concept 2 and Concept 3 were financially feasible; however, Concept 2 has a financing shortfall, commonly referred to as a “gap” in project financing. Based on the financial feasibility analysis, staff initially recommended a residential unit mix of 3,600 to 3,800 units for the preferred land use plan as a reasonably expected development range at the FDC site.

Planning Commission Discussions and Recommendation

On May 27, 2025, the Planning Commission received a report that outlined three different land use alternatives developed within a financial feasibility analysis for the FDC Specific Plan. The Planning Commission and the public requested additional information on the Specific Plan process. Staff explained that the land use plan was intended to be more high-level, with designated land uses and key components of the plan. The land use map identifies potential areas for housing development but does not describe the maximum density or height at these locations, allowing flexibility for the master developer as part of the entitlement process. The Specific Plan would then evolve this land use plan further with additional details, requirements, and considerations.

Key considerations for a preferred land use plan were included in the May 27 staff report including balancing land use components, supporting delivery of affordable housing, ensuring financial viability, and planning for long-term flexibility.

The May 27, 2025, FDC Study Session Staff Report and materials are linked as follows:

Staff Report: <https://costamesa.legistar.com/LegislationDetail.aspx?ID=7408827&GUID=E7162FB0-6F1B-49C8-8A10-A2B71A59E397>

Minutes: <https://costamesa.legistar.com/View.ashx?M=M&ID=1309937&GUID=DF56F674-208A-4037-A0EC-B38BB0E51F44>

Video: https://costamesa.granicus.com/player/clip/4262?view_id=14&redirect=true

On June 23, 2025, the Planning Commission received a report that provided a comprehensive background on the City and State roles in the FDC Specific Plan, components of a specific plan, community outreach and engagement activities, development realities with State housing law (Density Bonus), environmental review process, and further discussion around the financial feasibility analysis findings. As part of the City's obligation to plan the FDC site to accommodate a reasonably expected level of development, the City had reached a critical point in the project to complete an initial draft of the Specific Plan based on the received input.

The Planning Commission requested clarification on types of affordable housing and expressed a challenge to reach Housing Element affordability thresholds (40% affordability with the very low- and low-income categories) with the development range. Additional discussion items included:

- The secondary access road and golf course impacts.
- Other alternative access locations.
- A perceived sense of isolation of the site with a desire to have better connection to Harbor Boulevard for open space, commercial and housing opportunities.

The Planning Commission did not make a recommendation at the meeting due to the additional discussion items. However, a majority of the Planning Commission indicated interest in exploring land use options for the "Harbor Frontage" area of the golf course, which separates the FDC site from Harbor Boulevard.

The June 23, 2025, FDC Study Session Staff Report and Materials are linked as follows:

Staff Report: <https://costamesa.legistar.com/LegislationDetail.aspx?ID=7443281&GUID=794883F8-79F0-429F-89AA-27A1037F3206>

Minutes: <https://costamesa.legistar.com/View.ashx?M=M&ID=1316545&GUID=737E02AB-73AD-445B-B62B-FF9D2DDE7F59>

Video: https://costamesa.granicus.com/player/clip/4275?view_id=14&redirect=true

On August 25, 2025, the Planning Commission received a report summarizing prior Planning Commission study session concerns, public input received at the meetings, and focused discussions on finalizing the draft Preferred Plan for recommendation to City Council for environmental review purposes. In addition, staff informed the Planning Commission that a separate, but concurrent "Harbor Frontage" concept may be forthcoming to address concerns about the secondary access road impacts to the golf course and the Commission's desire to create better connectivity to the site at Harbor Boulevard. The "Harbor Frontage" concept includes several land use options, including a potential land swap with the State for an identically sized area of land in between the two proposed access roads. Staff further relayed that the City Council would need to provide direction to staff to continue to explore this concept further, since the land is City-owned land.

The Planning Commission recommended adoption of PC Resolution No. 2025-17, which outlines the draft Preferred Plan for City Council consideration, further discussed in the analysis section of this report, with modification to increase the maximum residential unit total to 4,000 from the staff recommended 3,800 units, and to study a third vehicular access path from Shelley Circle to Placentia Avenue (if needed) to alleviate the two proposed access points. These modifications are incorporated

in Planning Commission Resolution No. 2025-17, included as Attachment 2 to this report. The August 25, 2025, Planning Commission Study Session Staff Report and associated attachments are included as Attachment 3 to this report.

ANALYSIS:

Recommended Preferred Land Use Plan

Following community input and financial feasibility analysis, the City's planning effort contemplated the development of land use alternatives and from those alternatives, a preferred land use plan. The consultant team developed potential land use alternatives as starting points for discussion. The goal in developing these alternatives was to incorporate components of the studied land use concepts that were desired by the community as well as incorporate aspects of good planning design with consideration of the results of the financial feasibility analysis.

These alternatives were vetted and discussed with City staff across multiple divisions/departments. All considered land use plans accommodated the staff recommended components of the preferred plan that was shared with the Planning Commission. These include housing target range, minimum amount of open space dispersed through the site, commercial space, grand promenade, and flexibility for a future master developer.

For the City to prepare a viable Specific Plan and conduct environmental review under the California Environmental Quality Act (CEQA), the City is responsible for evaluating a land use concept that is both physically and financially viable and reasonably expected. The City can then ensure a Specific Plan that achieves a balance of community desires, key public benefits, such as affordable housing, open space, and community amenities, as well as plan for elements that are reasonably expected to be seen as part of a future project proposal based on feasibility.

At the August 25, 2025 public meeting, the Planning Commission made the following recommendation for City Council consideration for the 95-acre FDC project area:

- 2,300 Dwelling Units Minimum (per Housing Element)
- 4,000 Dwelling Units Maximum
- 35,000 square foot Commercial maximum – flexible location – could be standalone or in mixed-use configuration in any building
- 12 acres minimum dedicated publicly accessible open space (plus improvements and impact fees)
- 2 access points from Harbor Boulevard
- (Off-site) Partial golf course reconfiguration due to secondary access road
- Study possible third access point from Shelley Circle to Placentia Avenue at an existing maintenance path

Table 2 – Preferred Plan Land Use Designations and Affordable Housing

Land Use	Development Minimum	Development Maximum
Total Residential Units ^{1,4}	2,300 units minimum	4,000 units maximum
• Very Low Income	575 units ²	-
• Low Income	345 units	-
• Moderate Income	690 units	-
• Above Moderate Income	690 units	-
Commercial	10,000 sf minimum	35,000 sf maximum
Public Open Space ³	12 acres minimum	No maximum

Notes for Table 2:

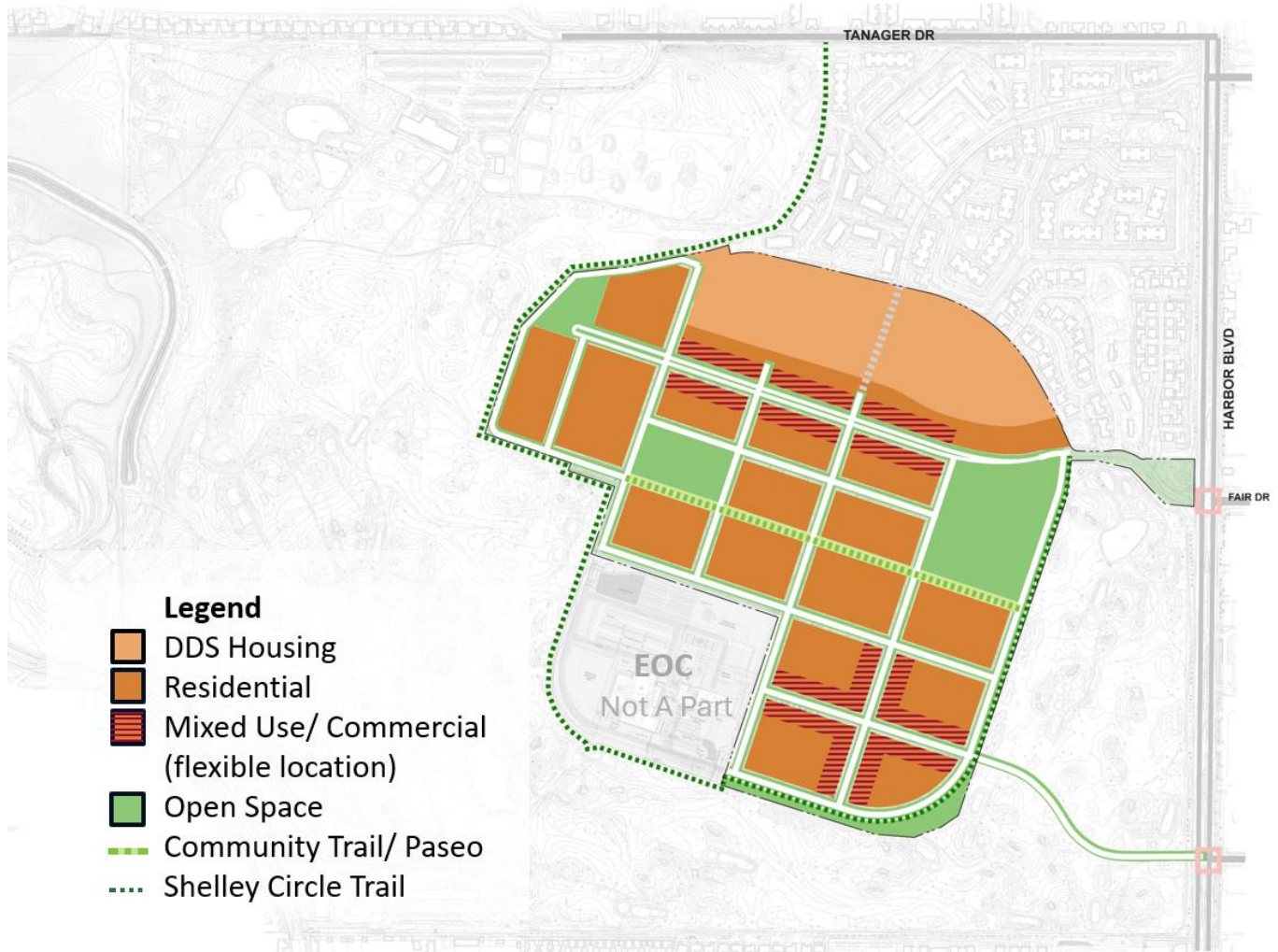
1. The Very Low, Low, Moderate, and Above Moderate-income categories is defined in the City's Housing Element.
2. The very low-income units shall include 200 Permanent Supportive Housing Units in accordance with State Code Section 14670.31. Housing developed on-site by DDS may count towards meeting this requirement.
3. Public Open Space includes areas planned for possible use of the following, including but not limited to: public parks, trails, plazas, and other types of open spaces available to the general public. It does not include private and common open space that is considered an on-site amenity for housing and is primarily accessible by the residents of the housing development.
4. Total units include the residential development within the 15-acres of land retained by DDS.
5. The Plan also contemplates a secondary access at the southeast corner of the site through the golf course, requiring the reconfiguration of up to six holes.

Development Realities

State Density Bonus Law now allows additional density on all housing development projects that provide a certain level of affordable housing. Density bonuses can range from 5% to 80% of the number of base units. For example, a development with 100 base units can earn up to an 80% density bonus (180 units) if all the units are affordable (very-low, low, or moderate-income levels). In another example, a development with 100 base units can earn up to a 50% bonus (150 units) if 40% of the units are restricted to a very-low income level.

Studying the potential impacts of a maximum number more accurately prepares the City for the reasonable expectation that a master developer will pursue a financially feasible development scenario. This ensures that the City studies all developmentally feasible options and ensures that future projects meet the Specific Plan and adequately fulfill infrastructure and public service requirements to support the approximate level of development. These recommendations seek to strike a balance between the City planning for the reasonably expectable range of development, achieving City and State housing goals, and ensuring that development “pays its way.”

Conceptual Preferred Land Use Plan as of 8/23/2025



Specific Plan Designations:

Residential. The Residential land use category is intended to allow for a wide range of housing types, including two-and-three story walk-up townhomes, courtyard or motorcourt products, stacked flats, and buildings up to 12 stories in height. This category is also intended to satisfy the City's 6th Cycle RHNA obligation for the FDC property in terms of providing Very Low, Low, Moderate, and Above Moderate-Income Housing.

The Residential category will also allow for a range of senior living options, including independent and assisted living. Public and private recreational uses, daycare, and community and neighborhood-serving amenities will also be allowed.

This category also includes approximately 15-acres of property to be retained by the State Department of Developmental Services (DDS) for the development of housing for the developmentally disabled (Very Low Income), and housing for moderate and above moderate households.

Commercial. The Commercial land use category is intended to allow for neighborhood-serving retail and service uses in either a stand-alone or mixed-use configuration, including restaurants, coffee shops, small grocery and retail stores, pharmacies, studio and fitness facilities, and small office uses, including medical office, in either a mixed-use or stand-alone configuration. Ancillary community supporting uses, such as day care, are also allowed.

Publicly Accessible Open Space. The Open Space category is intended for various parks and open space uses that are open to the general public, including neighborhood parks, recreation centers and cultural facilities, smaller pocket parks, and trails for pedestrians and bicyclists. Flexibility in the final location and configuration of publicly accessible open space is provided in the Specific Plan.

Minimum Specific Plan Provisions to Carry out the Preferred Land Use Plan:

- The Plan (*italics represent items in addition to items in the heading parenthetical*).
 - Land Use Plan (including permitted land use categories such as housing/affordable housing, commercial, community amenities, etc.)
 - *Allow community amenity uses (library, school, etc.)*
 - Mobility and Circulation (including roadway and network layout, street sections, bicycle, and pedestrian path and access requirements, etc.)
 - *Secondary access acquisition process (City-owned land), including community engagement, and type of access*
 - *Construction phasing of “backbone” paths and streets*
 - Open Space (including minimum required open space, types of open space permitted and possible locations for open space, recreational amenities, dedications, fees to be paid, construction and maintenance responsibilities)
 - *Require State/General Plan designated amount of open space*
 - *Use Open Space requirements as a lever to achieve additional affordability or publicly-available amenities*
 - *Accommodate active sports fields that are open to the public, with the uses to be determined by the City’s Park Master Plan*
 - *Golf course reconfiguration and improvement requirements as a result of secondary access, including phasing; coordination with Golf Course operator and golf course design firm on a preferred course configuration*
 - *Pedestrian connection to Fairview Park*
 - Infrastructure (including infrastructure requirements for the plan, such as water, storm drain, sewer and drain utilities for both master development and individual project development)
 - *Construction phasing of “backbone” infrastructure*
 - Public Services (including additional requirements for public services such as police and fire facilities, as well as storm drainage to accommodate the needs of additional residents and services)
 - *Construction phasing to ensure public services are available to service future residents*
- Administration and Implementation
 - Review processes, including applications and decision bodies
 - Future development
 - Specific Plan amendments

- Monitoring requirements
- Development impact fee provisions

Following receipt of City Council direction, staff intends to pursue separate but parallel tracks:

1) Continue with the Fairview Developmental Center Specific Plan and Environmental Review.

Following City Council direction on a project description, staff will proceed with the environmental review process. A Notice of Preparation (NOP) will be issued to initiate the environmental review. The NOP will be circulated for 30 days pursuant to State CEQA guideline timeframes. The City will hold a public scoping meeting in November 2025 during the 30-day NOP circulation timeframe to obtain early feedback and input from the public regarding areas of concern in relation to environmental review topics (Biological Resources, Geology/Soils, Hydrology, Noise, Land Use, Population, Transportation, etc.). Following the NOP, the Draft Environmental Impact Report (DEIR) will be prepared. During the DEIR public review period, the public will be able to evaluate and understand the environmental impacts and continue to provide input that will refine the preferred plan and the Specific Plan components.

Concurrently, staff will continue to refine proposed Specific Plan policies, development standards, and objective design guidelines. Community outreach will be conducted to present the draft specific plan and DEIR to the community for feedback. A follow-up study session with the Planning Commission and City Council will also be held on the draft Specific Plan, with additional opportunity for discussion and refinement. Once input is received and refinements are made, the City would create a final draft Specific Plan and initiate the formal public hearing process to consider adoption of the Specific Plan and associated project approvals.

- 2) Discussion about Harbor Frontage and Golf Course Improvements.** Should City Council indicate interest in discussing land use concepts for the City-owned land between Harbor Boulevard and the FDC east boundary, including a possible land swap, staff would return at the earliest opportunity (anticipated in December 2025) with options that include alternative land use concepts. Since this City-owned area is currently occupied by a portion of the golf course, staff has engaged with a golf course designer to evaluate feasibility of several alternative golf course plans that result in an overall improvement to the City's golf course resources, rather than simply reconfiguring the six holes affected by the secondary access road. This more holistic review ensures that the City's golf course resources are not only retained but enhanced as a result of the FDC Specific Plan.

ALTERNATIVES:

The City Council may modify the Planning Commission's recommendation or provide alternative direction to staff.

FISCAL REVIEW:

In 2022, SB 188 was adopted by the State legislature, which established Government Code Section 14670.31, setting forth a framework and establishing the need for an agreement between the State of California and the City to prepare and develop local planning documents identified as the Fairview Developmental Center Specific Plan and associated work. The City received State Grant funds (Fund 231) in the amount of \$3.5 million from the State of California Department of Development Services in 2023, of which \$1.7 million has been expended as of this Council Agenda date. Expenses related to environmental study would be funded from the remaining grant funds, which currently have a balance of approximately \$1.8 million.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report, City Council resolution and has approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

Creating a plan for the FDC supports the following City Council Goal:

- Diversify, Stabilize, and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommends the City Council provide direction regarding the preferred land use plan framework as recommended by the Planning Commission, so the draft specific plan document may be prepared and the environmental review process may commence. At this time, the City Council may direct staff to further pursue the "Harbor Frontage" concept to address the Planning Commission's concerns with the potential disruption to the golf course due to the secondary access road, in addition to the site having a greater presence on Harbor Boulevard.

RESOLUTION NO. 2025-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COSTA MESA, CALIFORNIA PROVIDING DIRECTION FOR
THE FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN
DRAFT LAND USE CONCEPT, AND PROJECT DESCRIPTION
FOR PURPOSES OF ENVIRONMENTAL REVIEW**

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

WHEREAS, the Fairview Developmental Center located at 2501 Harbor Boulevard is owned by the State of California and was formerly used as a state-run residential facility for individuals with developmental disabilities; and

WHEREAS, the residents of the Fairview Developmental Center main campus have been relocated; and

WHEREAS, in recognition of California's acute affordable housing crisis, the State has prioritized the development of affordable housing in the disposition of the Fairview Developmental Center property; and

WHEREAS, on June 30, 2022, the State enacted Senate Bill 188, codified in Government Code Section 14670.31, establishing the framework for the planning and disposition of the Fairview Developmental Center site; and

WHEREAS, on December 29, 2022, pursuant to Government Code Section 14670.31, the Department of Developmental Services (DDS), Department of General Services (DGS), and the City of Costa Mesa entered into a formal agreement to plan for the future redevelopment of the Fairview Developmental Center; and

WHEREAS, under this agreement, the City is responsible for managing the land use planning process, while the DGS is responsible for overseeing the property's eventual disposition; and

WHEREAS, in September 2023, the City initiated the land use planning process and has since conducted multiple community outreach events to gather input on

neighborhood design, vision and guiding principles, and identifying community priorities; and

WHEREAS, representatives from the City, DGS, and DDS have continued to meet regularly to coordinate planning efforts and ensure that the Fairview Developmental Center Specific Plan aligns with the intent of the enabling legislation and supports both State and City goals; and

WHEREAS, these goals include: the planning for the construction and operation of a California Office of Emergency Services Regional Emergency Operations Center; the development of DDS housing consistent with Government Code Sections 14670.36, 14670.31, and 14670.35(e), and the City's adopted Housing Element objectives; and

WHEREAS, it is essential that the Specific Plan include a land use framework and supporting policies that balance financial feasibility, State requirements—including provisions for affordable housing and DDS housing—and community priorities such as open space and accessibility, in order to create a viable plan to guide future development; and

WHEREAS, in order to prepare a feasible Specific Plan and conduct environmental review pursuant to the California Environmental Quality Act (CEQA), the City must evaluate a version of the project that is both physically and financially viable; and

WHEREAS, the Financial Feasibility Analysis served as a critical step in this process by evaluating whether each land use concept could offset the costs of demolition, infrastructure, DDS and affordable housing site preparation, while still generating a return sufficient to attract private investment—thereby ensuring the plan's feasibility and ability to deliver key public benefits such as affordable housing, open space, and community amenities; and

WHEREAS, the results of the Financial Feasibility Analysis informed staff's recommendation for a Preferred Plan and serve as a foundational element in the drafting of the Specific Plan; and

WHEREAS, on May 27, 2025, the City conducted a Planning Commission Study Session to provide the Commission and the public with a comprehensive update on the FDC Specific Plan project, and to offer an opportunity for the Commission to review and discuss land use concepts and key plan components prior to making a recommendation to the City Council on a preferred land use plan; and

WHEREAS, on June 23, 2025, the City conducted a second Planning Commission Study Session to provide a comprehensive recap of the City and State roles in the Fairview Development Center (FDC) Specific Plan process to date, the findings of the Financial Feasibility Study, components of a Specific Plan, development realities of State housing laws, and environmental review; and

WHEREAS, on August 25, 2025, based on the updated recommendation and feedback provided by the public and City staff, the Planning Commission conducted a duly noticed public hearing with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, on August 25, 2025, the Planning Commission adopted Planning Commission Resolution No. 2025-17 recommending that the City Council affirm a recommended land use concept for the FDC Specific Plan for the purposes of environmental study; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(3) of the CEQA Guidelines because the action is not a “project” pursuant to Section 15378(b)(5). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. Moreover, an Environmental Impact Report (EIR) will be prepared for the Specific Plan in accordance with the CEQA Guidelines. Direction on the preferred plan is used to help define the project description that will be studied under the EIR.

NOW, THEREFORE, BE IT RESOLVED, that the Costa Mesa City Council hereby directs, based on the evidence in the record, that the project description, and draft preferred land use plan, included herein as Exhibit A, be used for the sole purpose of CEQA environmental review and that this direction does not commit the City to a specific course of action regarding the final Specific Plan.

BE IT FURTHER RESOLVED, that the Costa Mesa City Council does hereby find and determine that adoption of this Resolution is expressly for the purpose of scoping environmental review, as described in the staff report and supporting materials referenced in Exhibit A, and in compliance of all applicable federal, state, and local laws.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this 21st day of October, 2025.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2025-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the ____ day of _____, 2025, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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

Brenda Green, City Clerk

EXHIBIT A

Recommendation on the environmental scope of study on the FDC Preferred Plan

95 Acre Property Boundary

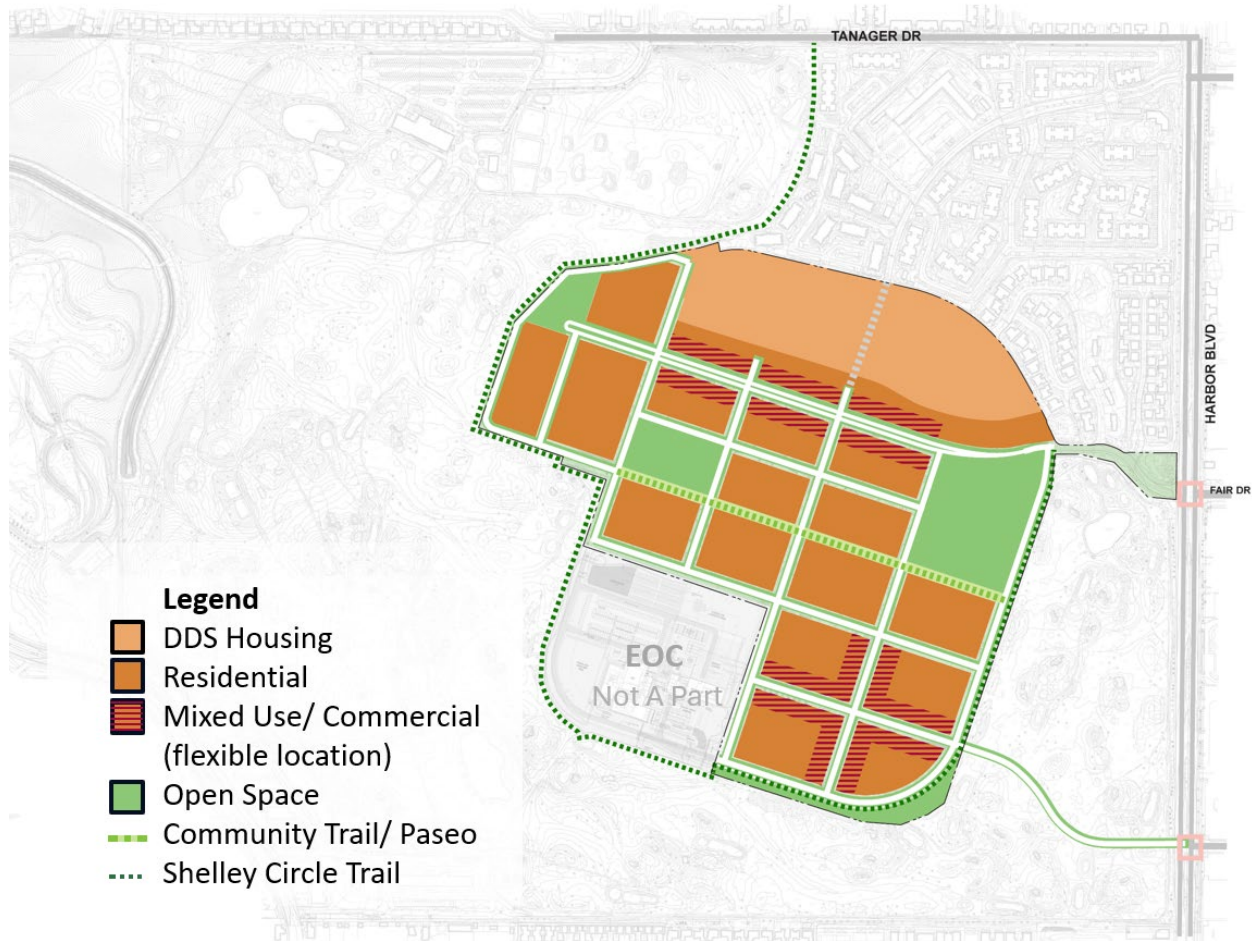
- 2,300 Dwelling Units Minimum (per Housing Element)
- 4,000 Dwelling Units Maximum
- 35,000 square foot Commercial maximum – flexible location – could be standalone or in mixed-use configuration in any building
- 12 acres minimum dedicated publicly accessible open space (plus improvements and impact fees)
- 2 access points from Harbor Boulevard
- (Off-site) Partial golf course reconfiguration due to secondary access road

Land Use	Development Minimum	Development Maximum
Residential ¹		
• Very Low Income	575 units ²	-
• Low Income	345 units	-
• Moderate Income	690 units	-
• Above Moderate Income	690 units	-
Total Units ⁴	2,300 units minimum	4,000 units maximum
Commercial	10,000 sf minimum	35,000 sf maximum
Public Open Space ³	12 acres minimum	No maximum

NOTES:

1. The definition of Very Low, Low, Moderate, and Above Moderate-income categories is defined in Section X of the City's Housing Element.
2. Very Low=income units shall include 200 Permanent Supportive Housing Units in accordance with State Code Section 14670.31. Housing developed on-site by DDS may count towards meeting this requirement.
3. Public Open Space includes areas planned for possible use of the following, including but not limited to: public parks, trails, plazas, and other types of open spaces available to the general public. It does not include private and common open space that is considered an on-site amenity for housing and is primarily accessible by the residents of the housing development.
4. Total units include the residential development within the 15-acres of land retained by DDS.
5. The Project also includes the construction of a secondary access on the southeast corner of the site that would run through the golf course. This would require the reconfiguration of up to six holes.

Conceptual Land Use as of 7/24/2025



Specific Plan Designations:

Residential. The Residential land use category is intended to allow for a wide range of housing types, including two-and-three story walk-up townhomes, courtyard or motorcourt products, stacked flats, and buildings up to 12 stories in height. This category is also intended to satisfy the City's 6th Cycle RHNA obligation for the FDC property in terms of providing Very Low, Low, Moderate, and Above Moderate-Income Housing.

The Residential category will also allow for a range of senior living options including independent and assisted living. Public and private recreational uses, daycare, and community and neighborhood-serving amenities will also be allowed.

This category also includes approximately 15-acres of property to be retained by the State Department of Developmental Services (DDS) for the development of housing for the developmentally disabled (Very Low Income), and housing for moderate and above moderate households.

Commercial. The Commercial land use category is intended to allow for neighborhood-serving retail and service uses in either a stand-alone or mixed-use configuration, including restaurants, coffee shops, small grocery and retail stores, pharmacies, studio and fitness facilities, and small office uses, including medical office, in either a mixed-use or stand-alone configuration. Ancillary community supporting uses, such as day care, are also allowed.

Publicly Accessible Open Space. The Open Space category is intended for various parks and open space uses that are open to the general public, including neighborhood parks, recreation centers and cultural facilities, smaller pocket parks, and trails for pedestrians and bicyclists. Flexibility in the final location and configuration of publicly accessible open space is provided in the Specific Plan.

Minimum Specific Plan Provisions to Carry out the Preferred Land Use Plan:

- The Plan (*italics represent items in addition to items in the heading parenthetical*).
 - Land Use Plan (including permitted land use categories such as housing/affordable housing, commercial, community amenities, etc.)
 - *Allow community amenity uses (library, school, etc.)*
 - Mobility and Circulation (including roadway and network layout, street sections, bicycle, and pedestrian path and access requirements, etc.)
 - *Secondary access acquisition process (City-owned land), including community engagement*
 - *Construction phasing of “backbone” paths and streets*
 - Open Space (including minimum required open space, types of open space permitted and possible locations for open space, recreational amenities, dedications, fees to be paid, construction and maintenance responsibilities)
 - *Require State/General Plan designated amount of open space*
 - *Use Open Space requirements as a lever to achieve additional affordability or publicly-available amenities*
 - *Accommodate active sports fields that are open to the public, with the uses to be determined by the City’s Park Master Plan*
 - *Golf course reconfiguration and improvement requirements, including phasing*
 - *Pedestrian connection to Fairview Park*

- Infrastructure (including infrastructure requirements for the plan such as water, storm drain, sewer and drain utilities for both master development and individual project development)
 - *Construction phasing of “backbone” infrastructure*
- Public Services (including additional requirements for public services such as police and fire facilities, as well as storm drainage to accommodate the need of additional residents and services)
 - *Construction phasing to ensure public services are available to service future residents*
- Administration and Implementation
 - Review processes, including applications and decision bodies
 - Future development
 - Specific Plan amendments
 - Monitoring requirements
 - Development impact fee provisions

RESOLUTION NO. PC-2025-17**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF COSTA MESA, CALIFORNIA RECOMMENDATION
ON FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN
DRAFT LAND USE CONCEPT, AND PROJECT DESCRIPTION
FOR PURPOSE OF ENVIRONMENTAL REVIEW**

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDS
AND DECLARES AS FOLLOWS:

WHEREAS, the Fairview Developmental Center located at 2501 Harbor Boulevard is owned by the State of California and was formerly used as a state-run residential facility for individuals with developmental disabilities; and

WHEREAS, the residents of the Fairview Developmental Center main campus have been relocated; and

WHEREAS, in recognition of California's acute affordable housing crisis, the State has prioritized the development of affordable housing in the disposition of the Fairview Developmental Center property; and

WHEREAS, on June 30, 2022, the State enacted Senate Bill 188, codified in Government Code Section 14670.31, establishing the framework for the planning and disposition of the Fairview Developmental Center site; and

WHEREAS, on December 29, 2022, pursuant to Government Code Section 14670.31, the Department of Developmental Services (DDS), Department of General Services (DGS), and the City of Costa Mesa entered into a formal agreement to plan for the future redevelopment of the Fairview Developmental Center; and

WHEREAS, under this agreement, the City is responsible for managing the land use planning process, while the DGS is responsible for overseeing the property's eventual disposition; and

WHEREAS, in September 2023, the City initiated the land use planning process and has since conducted multiple community outreach events to gather input on

neighborhood design, vision and guiding principles, and identifying community priorities; and

WHEREAS, representatives from the City, DGS, and DDS have continued to meet regularly to coordinate planning efforts and ensure that the Fairview Developmental Center Specific Plan aligns with the intent of the enabling legislation and supports both State and City goals; and

WHEREAS, these goals include: the planning for the construction and operation of a California Office of Emergency Services Regional Emergency Operations Center; the development of DDS housing consistent with Government Code Sections 14670.36, 14670.31, and 14670.35(e); and the City's adopted Housing Element objectives; and

WHEREAS, it is essential that the Specific Plan include a land use framework and supporting policies that balance financial feasibility, State requirements—including provisions for affordable housing and DDS housing—and community priorities such as open space and accessibility, in order to create a viable plan to guide future development; and

WHEREAS, in order to prepare a feasible Specific Plan and conduct environmental review pursuant to the California Environmental Quality Act (CEQA), the City must evaluate a version of the project that is both physically and financially viable; and

WHEREAS, the Financial Feasibility Analysis served as a critical step in this process by evaluating whether each land use concept could offset the costs of demolition, infrastructure, DDS and affordable housing site preparation, while still generating a return sufficient to attract private investment—thereby ensuring the plan's feasibility and ability to deliver key public benefits such as affordable housing, open space, and community amenities; and

WHEREAS, the results of the Financial Feasibility Analysis informed staff's recommendation for a Preferred Plan and serve as a foundational element in the drafting of the Specific Plan; and

WHEREAS, on May 27, 2025, the City conducted a Planning Commission Study Session to provide the Commission and the public with a comprehensive update on the FDC Specific Plan project, and to offer an opportunity for the Commission to review and discuss land use concepts and key plan components prior to making a recommendation to the City Council on a preferred land use plan; and

WHEREAS, on June 23, 2025, the City conducted a second Planning Commission Study Session to provide a comprehensive recap of the City and State roles in the Fairview Development Center (FDC) Specific Plan process to date, the findings of the Financial Feasibility Study, components of a Specific Plan, development realities of State housing laws, and environmental review; and

WHEREAS, based on the feedback provided by the public and Planning Commission during the Study Session, City staff presented an updated recommendation to the Planning Commission on August 25, 2025; and

WHEREAS, a duly noticed public hearing held by the Planning Commission on August 25, 2025 with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is subject to the California Environmental Quality Act (CEQA) and an Environmental Impact Report (EIR) will be prepared for the project in accordance with the CEQA Guidelines, based on the direction received on the preferred land use plan and defined project description and draft preferred land use plan; and

NOW, THEREFORE, based on the evidence in the record and the recommended project description, draft preferred land use plan, included in Exhibit A, the Planning Commission hereby recommends that the City Council considers its recommendation with respect to the property described above, with the clarification that this recommendation is for the purpose of environmental review only and does not commit the City to a specific course of action; and

BE IT FURTHER RESOLVED, that the Costa Mesa Planning Commission does hereby find and determine that adoption of this Resolution is expressly for the purpose of scoping environmental review, as described in the staff report and supporting materials referenced in Exhibit A, and in compliance of all applicable federal, state, and local laws.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this 25th day of August, 2025.



Jeffrey Harlan, Chair
Costa Mesa Planning Commission

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

I, Carrie Tai, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2025-17 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on August 25, 2025 by the following votes:

AYES: Harlan, Andrade, Dickson, Klepack, Martinez

NOES: Zich

ABSENT: Rojas

ABSTAIN: None



Carrie Tai, Acting Secretary
Costa Mesa Planning Commission

Resolution No. PC-2025-17

EXHIBIT A

Recommendation on the environmental scope of study on the FDC Preferred Plan

95 Acre Property Boundary

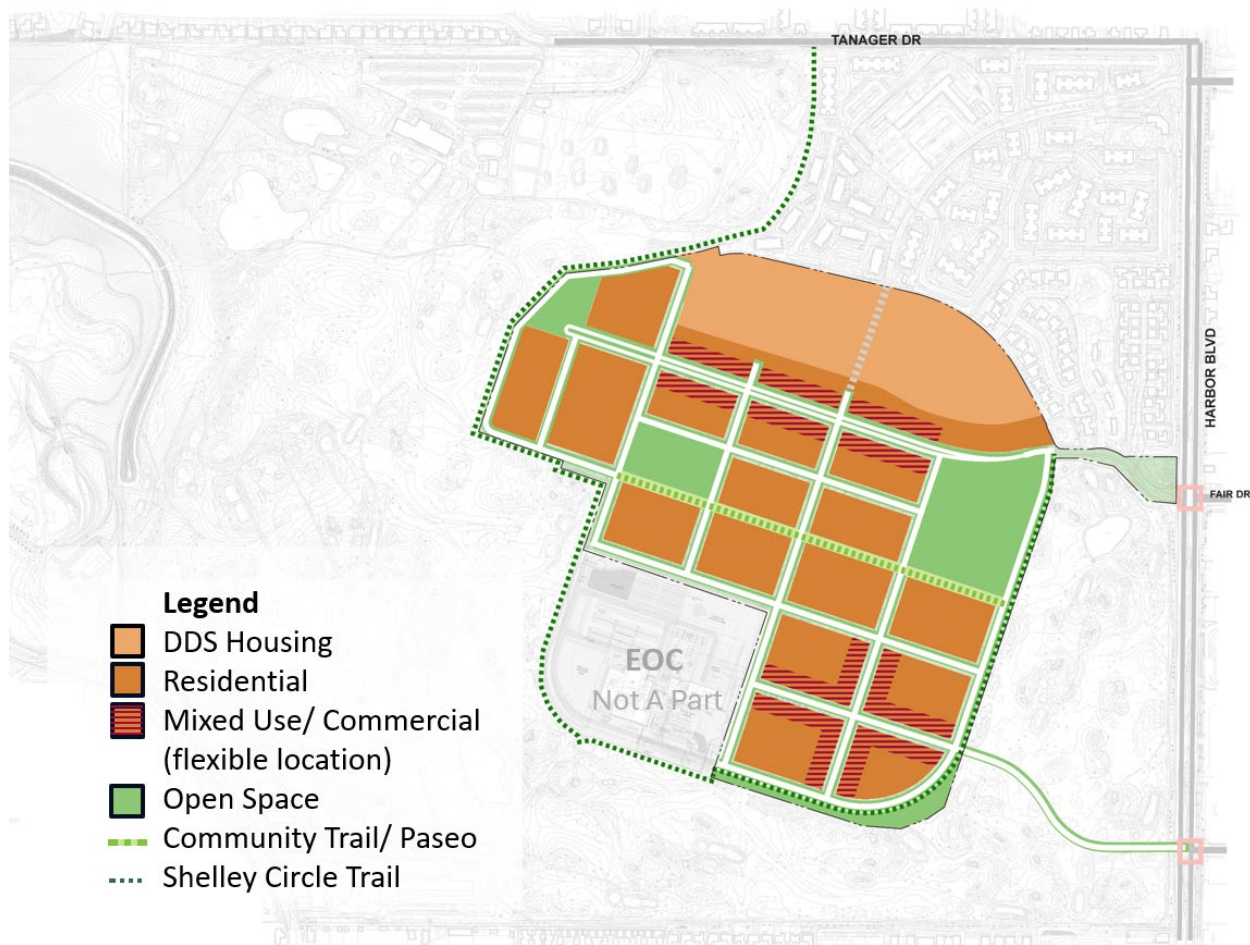
- 2,300 Dwelling Units Minimum (per Housing Element)
- 4,000 Dwelling Units Maximum
- 35,000 square foot Commercial maximum – flexible location – could be standalone or in mixed-use configuration in any building
- 12 acres minimum dedicated publicly accessible open space (plus improvements and impact fees)
- 2 access points from Harbor Boulevard
- (Off-site) Partial golf course reconfiguration due to secondary access road

Land Use	Development Minimum	Development Maximum
Residential ¹		
• Very Low Income	575 units ²	-
• Low Income	345 units	-
• Moderate Income	690 units	-
• Above Moderate Income	690 units	-
Total Units ⁴	2,300 units minimum	4,000 units maximum
Commercial	10,000 sf minimum	35,000 sf maximum
Public Open Space ³	12 acres minimum	No maximum

NOTES:

1. The definition of Very Low, Low, Moderate, and Above Moderate-income categories is defined in Section X of the City's Housing Element.
2. Very Low=income units shall include 200 Permanent Supportive Housing Units in accordance with State Code Section 14670.31. Housing developed on-site by DDS may count towards meeting this requirement.
3. Public Open Space includes areas planned for possible use of the following, including but not limited to: public parks, trails, plazas, and other types of open spaces available to the general public. It does not include private and common open space that is considered an on-site amenity for housing and is primarily accessible by the residents of the housing development.
4. Total units include the residential development within the 15-acres of land retained by DDS.
5. The Project also includes the construction of a secondary access on the southeast corner of the site that would run through the golf course. This would require the reconfiguration of up to six holes.

Conceptual Land Use as of 7/24/2025



Specific Plan Designations:

Residential. The Residential land use category is intended to allow for a wide range of housing types, including two-and-three story walk-up townhomes, courtyard or motorcourt products, stacked flats, and buildings up to 12 stories in height. This category is also intended to satisfy the City's 6th Cycle RHNA obligation for the FDC property in terms of providing Very Low, Low, Moderate, and Above Moderate-Income Housing.

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PLANNING COMMISSION AGENDA REPORT

MEETING DATE: August 25, 2025

ITEM NUMBER: PH-2

SUBJECT: FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN LAND USE PLAN - REVIEW AND RECOMMENDATION

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

PRESENTATION BY: CARRIE TAI, ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR AND KAREN GULLEY / SUZANNE SCHWAB, PLACEWORKS

**FOR FURTHER INFORMATION CONTACT: MELINDA DACEY
(714) 754-5611
MELINDA.DACEY@COSTAMESACA.GOV**

RECOMMENDATION:

Staff recommends that the Planning Commission adopt a resolution to recommend to the City Council a scope of environmental study in the form of the Draft Preferred Land Use Plan for the Fairview Developmental Center Specific Plan, without committing the City to a specific course of action on the Specific Plan. Planning Commission comments on the Draft Preferred Land Use Plan will be forwarded to City Council for consideration.

APPLICANT OR AUTHORIZED AGENT:

City of Costa Mesa

BACKGROUND:

The Fairview Developmental Center (FDC) is a 115-acre property located at 2501 Harbor Boulevard in the City of Costa Mesa. Owned by the State of California, the site was historically developed and operated as a residential care facility for individuals with developmental disabilities. Through extended negotiations, the State will retain ownership of 20 acres for the Emergency Operations Center (EOC) and Department of Developmental Services (DDS) complex needs housing, which will not be included in the Specific Plan area. The proposed Specific Plan boundary encompasses

approximately 95 acres. Of this, DDS will retain 15 acres for housing similar to Harbor Village Apartments, leaving approximately 80 acres available for future development.

To prepare a viable Specific Plan and conduct environmental review under the California Environmental Quality Act, the City is responsible for evaluating a land use concept that is both physically and financially viable and reasonably expected. The City can then ensure a Specific Plan that achieves a balance of community desires and key public benefits-such as affordable housing, open space, and community amenities- as well as plan elements that are reasonably expected to be seen as part of a future project proposal based on feasibility.

In accordance with the FDC project agreement with the State, the process has now progressed to the Preferred Plan Framework and environmental review. This process entails Planning Commission input on components to include on a Preferred Plan. The purpose is to commence the environmental review step anticipated in the City-State agreement, and for which the City approved a contract with a consultant to prepare. The purpose of environmental review is to evaluate a project description and identify significant impacts and corresponding mitigation measures to inform the decision-making for the eventual Specific Plan.

Planning Commission Discussion: Prior Study Sessions

The Planning Commission conducted two meetings on the Preferred Plan Framework on May 27, 2025 and June 23, 2025, with the following summaries of both Planning Commission and public input. The May 27, 2025, FDC Study Session Staff Report and materials are included as Attachment 1 to this report. The June 23, 2025 FDC Study Session Staff Report and Materials are included as Attachment 2 to this report.

At its June 23, 2025 meeting, staff also presented and the Planning Commission discussed a comprehensive background on the City and State roles in the Fairview Development Center (FDC) Specific Plan process to date, the findings of the Financial Feasibility Study, components of a Specific Plan, development realities of State housing laws, and environmental review.

Below is a summary of comments and input received from Planning Commissioners at both meetings:

a. Residential Development Range and Affordability Targets

May 27, 2025: Input was received on target residential development ranges for the Specific Plan, with some acknowledgement that the community voiced support to stay closer to the Housing Element target (2,300 units), some input to increase the target to what is financially feasible but not go beyond this point and some input to study the maximum density for the purposes of the EIR (4,000 units) and provide a

target range that is financially feasible in the Specific Plan. There seemed to be consensus amongst the Commission to encourage meeting the Housing Element's target of 40% affordable units for the FDC site.

June 23, 2025: Commissioners discussed the challenge of meeting the 40% affordability targets, requested clarification on the types of affordable housing, and acknowledged that financial feasibility affected the development range.

Current Status: As previously mentioned, not accounting for a reasonably expected level of development would risk the City potentially inadequately planning for the infrastructure and public service requirements to support future development. Staff recommends setting a minimum residential development of 2,300 units and a maximum residential development of 3,800 units (i.e., the Planning Commission would recommend a number within this range to be set as the maximum). The minimum residential development is to ensure that the FDC Specific Plan meets the affordability goals that were outlined in the City's adopted Housing Element. The maximum range is to ensure that reasonable expected development "pays its way" if the Specific Plan ultimately allows for the maximum and it indeed occurs.

b. Development Pattern / Connectivity / and Uses

May 27, 2025: The Commission requested additional information on the development patterns considered within the Specific plan, including permitted use types under each land use designation and some additional clarity about density, height, and other potential objective standards. Some Commissioners voiced support for including other community amenity type uses, such as a library or a community room. Some commented that the land use plan doesn't feel "unique" or like a neighborhood at this stage and would like some additional information to help visualize what the Specific Plan will entail.

June 23, 2025: Commissioners expressed concerns about the relative isolation of the FDC site, leading to mention of connectivity of the site to Harbor Boulevard.

Current Status: A range of community amenity uses will be included as allowable uses in planning areas within the Specific Plan.

c. Circulation Network

May 27, 2025: The Planning Commission requested more detail on the components within the grand promenade, including size and look of sidewalks, planting areas and the adjacent development patterns (i.e. mixed-use development, housing or any commercial component). The Planning Commission acknowledged that while the promenade was supported during public outreach, further refinement was needed to

enhance its connectivity, reinforce sense of place and promote walkability across the development.

June 23, 2025: Several Commissioners discussed the secondary access road and proposed alternate secondary access points. Commissioners also discussed concerns about planning for public transit. In addition to requesting refinement on the grand promenade, Commissioners also mentioned pedestrian connectivity and paseos were desired.

Current Status: Staff and the consultant team has refined the promenade concept for review (discussed further below). Staff and the consultant team recounted prior discussions explaining the infeasibility of the alternate suggestions of secondary access points.

d. Open Space and Community Amenities

May 27, 2025: Planning Commission supported open space overall and questioned how the Specific Plan would incorporate the City's General Plan open space goals citywide and for the FDC site.

June 23, 2025: Planning Commission received significant input from members of the public pertaining to the importance of retaining the golf course and the allocation of open space to accommodate for youth sports. Commissioners stressed the importance of open space, including providing required General Plan standards at 4.26 acres per 1,000 people, and supporting field space (including increasing housing density into other planning areas). Discussions ranged from the demographics of golf course users and percentage of golf course users that are City residents, and implications for population underserved by public open space amenities.

Current Status: Staff will incorporate input about open space into the Specific Plan provisions to ensure a minimum of 12 acres of publicly accessible open space, but incorporate levers to increase open space amounts unless public amenities or affordable housing features are included. Furthermore, the City's Public Works and Parks and Recreation Department have been continually engaged in potential impacts to the golf course from the secondary access road. Preliminary indications are that six holes would need to be configured, however City staff continue to evaluate to ensure that any greater impacts are also mitigated through requirements in the Specific Plan. Since the secondary access road is located on City-owned land, staff will include a requirement in the Specific Plan that a negotiation process occur should the secondary access be desired by a future developer.

e. Commercial Development

May 27, 2025: Staff received input regarding the commercial components of the plan and heard support for distribution of commercial space within the Specific Plan, as well as options for both mixed use configurations and standalone retail configurations.

June 23, 2025: Commissioners continued to express preference for commercial development to be in more flexible locations, including in mixed-use configurations.

Current Status: The drafted working Preferred Land Use Plan reflects commercial planning areas distributed into the planning areas.

f. Harbor Frontage (portion of golf course between Harbor Boulevard and FDC site)

May 27, 2025: Some commissioners queried the DDS letter dated June 28, 2024, included in the staff materials, and asked if there was still an opportunity to explore a land swap concept as part of the project. At the meeting, staff explained that this concept had previously been discussed with the Department of General Services (DGS), who did not express interest at the time in pursuing the concept.

June 23, 2025: Four Commissioners expressed interest in pursuing the Harbor Frontage concept for a variety of reasons, including open space, commercial, and housing. Several Commissioners also discussed the effects to the golf course as a result of the proposed secondary access.

Current status: Staff will forward Planning Commission's sentiment to the City Council for discussion. The Harbor Frontage land is City-owned and the City Council is the decision-maker on efforts involving City-owned land. However, if City Council elects to continue to explore this option, staff will continue to engage in discussions with the State about its viability and the potential steps (including the current deed restrictions on the use of the golf course land and potential legislation needed) to consider a land swap option. One additional consideration is that the golf course areas outside the FDC site were not included as part of the City's Measure K process, which means a major land use designation change would require a vote of the people.

g. Community Engagement

May 27, 2025: Several Commissioners expressed concerns over the results of the community survey conducted when compared to the viable land use options under the financial feasibility analysis and suggested slowing down the process and conducting additional community outreach.

June 23, 2025: Commissioners discussed additional outreach opportunities with different segments of the community and stressed coordination with public agencies like the school district, water district, and Orange County Transportation Authority.

Current Status: Staff reaffirmed that there would be additional opportunities for public engagement on the Specific Plan as well as the environmental review.

DISCUSSION AND ANALYSIS:

Following community input and financial feasibility analysis, the City's planning effort progressed to the development of land use alternatives and from those alternatives, a preferred land use plan. At the May 27, 2025 and June 23, 2025 meetings, the Planning Commission provided guidance about various components in the preferred land use plan.

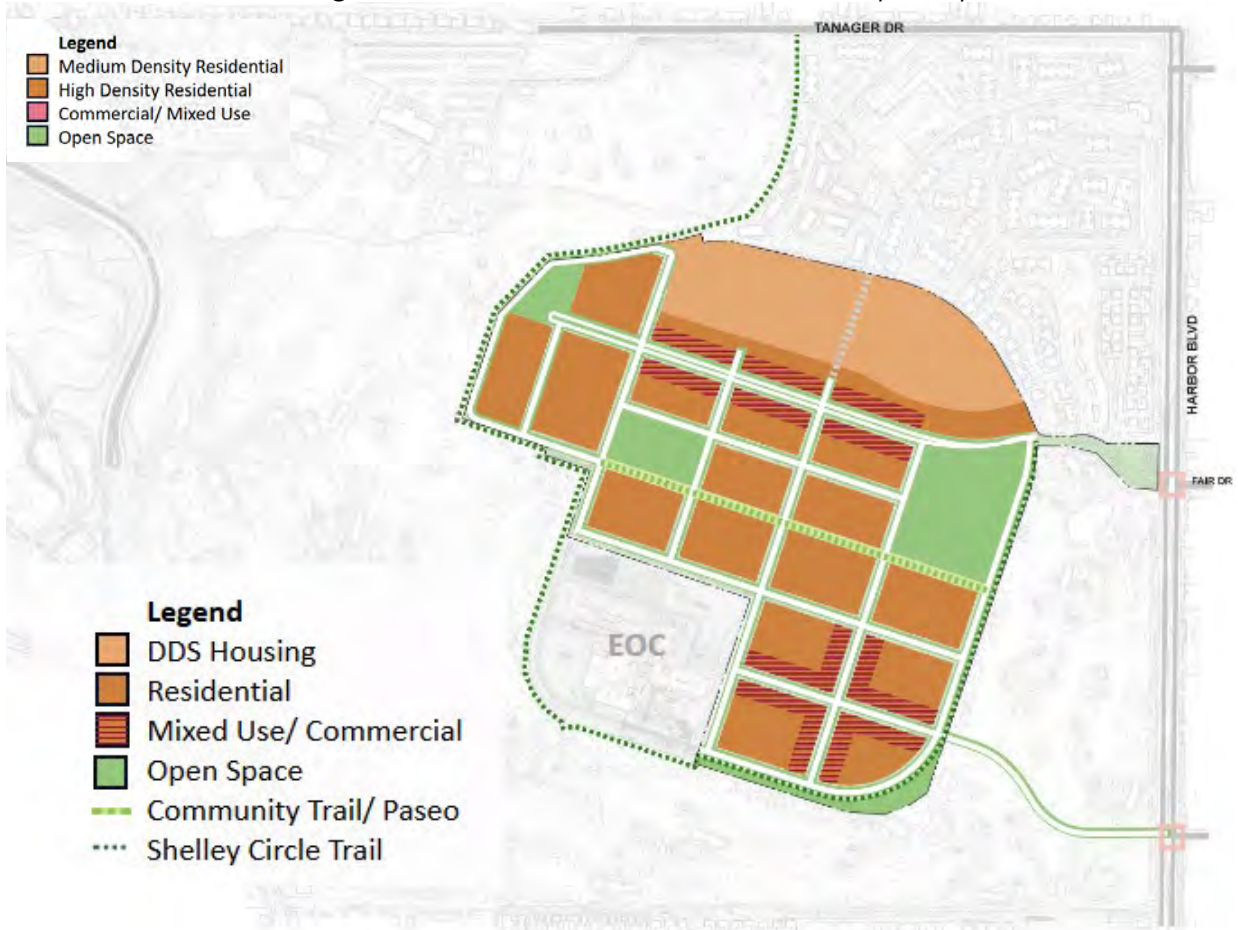
Working Draft FDC Preferred Land Use Concept Map

The revised working draft preferred plan incorporates the input from the Planning Commission from the past two meetings. The draft plan shown below could accommodate the following:

- 2,300 housing units minimum; 3,800 housing units maximum
- Up to 35,000 square feet of commercial use (can be mixed-use configuration with a flexible location)
- a grand promenade
- 12 acres minimum publicly-accessible open space
- pedestrian trails and a street network that can accommodate all modes of transportation (vehicles, bicycle lanes and pedestrian routes),
- secondary access route from Harbor Boulevard.

In response to Planning Commission comments, staff also revised the working draft of the preferred plan to identify integration and additional locations for potential commercial and mixed-use development, along the grand promenade and dispersed throughout the plan. The draft plan also maintains flexibility to be memorialized into the Specific Plan to accommodate changing market conditions, evolving housing products and a range of potential housing developers depending on the State's disposition process.

Working Draft FDC Preferred Land Use Concept Map



Circulation Network: Grand Promenade and Secondary Access Road

The revised land use concept map still includes a Grand Promenade or grand entryway to create an identity for this project. This idea has received strong community support. Staff has provided some additional illustrations to further identify the types of uses that would be encouraged and allowed along the promenade including commercial uses, housing, mixed use development, open space, widened sidewalks and bicycle lanes (including in the illustrations provided within Attachment 3). Additionally, Attachment 5 provides a recommended street cross section for the potential Grand Promenade, as well as other internal roadway configurations being considered for the Specific Plan. The promenade is intended to serve as the site's primary spine, enhancing connectivity, reinforcing a sense of place, and promoting walkability across the development.

Open Space: 12 acres (minimum) of Publicly Accessible Open Space

Staff proposes a minimum of 12 acres based on input from the Planning Commission and the community. While this minimum does not meet the current General Plan policies for the City and FDC site, the developer would provide a combination of land, improvements to the parks and trails, and park impact fees consistent with the City's Local Park Ordinance. A defined minimum amount of publicly accessible open space sets the minimum parameter to meet local and State parkland standards and provide accessible recreational opportunities for future residents and visitors. In addition, staff will include incentives in the Specific Plan that will further encourage the provision of publicly accessible open space beyond the minimum requirement.

In response to the discussion pertaining to the relationship between open space and the need to accommodate housing on the site, staff proposes incorporating requirements into the Specific Plan to require the State and General Plan amounts of open space, and providing incentives to reduce the amounts if increased affordability or public amenities are incorporated. However, for purposes of environmental review, staff would assume the minimum amount of open space as that represents the most conservative approach for evaluating environmental impacts.

Specific Plan Land Use Plan and Development Standards:

The Specific Plan will ensure that infrastructure and public services associated with future development of the FDC site are provided. The Plan will also provide flexibility to accommodate evolving housing products, as the market conditions change over time while maintaining community input and certainty around the plan. This includes adaptable land use designations (including a minimum of 10,000 and a maximum of 35,000 square feet of commercial and/or retail space) and phasing strategies while maintaining the plan's core principles and community objectives.

FDC Specific Plan and its Components

During the June 23, 2025 Study Session, the Planning Commission and public requested additional information on the Specific Plan process. Staff presented the outline and components of the Specific Plan would implement the land use plan by setting forth regulations and requirements to ensure that the FDC site has adequate infrastructure and community benefits to support buildout levels.

The land use plan itself is intended to be more high-level, with designated land use type and key components of the plan. The land use map identifies potential areas for housing development but does not describe the maximum density or height at these locations. The Specific Plan will then evolve this land use plan further with specific land use types, maximum densities, heights, and additional details, requirements, and timing considerations.

The FDC Specific Plan will serve as the land use regulatory (zoning) document for all future development applications on the site. Future developers will be required to comply with the adopted Specific Plan, but could utilize other permitted housing state legislation, including State Density Bonus Law (SDBL) provisions, as part of their project applications to the City.

The proposed FDC Specific Plan will include existing conditions, visions and guiding principles, the main components of the plan and administration and implementation requirements for how future projects under the project will be processed. Specific Plans typically include the following Chapters:

- Introduction
- Existing Conditions and History of the FDC Site
- Vision and Guiding Principles
- The Plan (*italics represents items to be included*).
 - o Land Use Plan (including permitted land use categories such as housing/affordable housing, commercial, community amenities, etc.)
 - *Allow community amenity uses (library, school, etc.)*
 - o Mobility and Circulation (including roadway and network layout, street sections, bicycle, and pedestrian path and access requirements, etc.)
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Public and Planning Commission/City Council input received over the course of the Specific Plan process, as well as input received on the draft preferred plan, will be used to shape and memorialize the requirements in the Specific Plan. The FDC Specific Plan will serve as the regulatory and policy document guiding the site’s development over time. Therefore, the overall goal of the project description is to set maximum development parameters that can be studied and can anticipate possible environmental impacts. This process ensures transparency for the public during future City project review processes.

Project Description Considerations for Environmental Review

The project description described herein will serve as the basis for environmental review. The thresholds and parameters for the project description will be studied under the Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA). This project description will be included in the

Notice of Preparation (NOP) and used to initiate the environmental review, leading to the preparation of the Draft Environmental Impact Report (DEIR).

It is commonplace for the project description, as studied under CEQA, to include maximum development capacity and thresholds, so that the City can accurately study and anticipate all possible environmental impacts. One example of this is studying up to 4,000 units as part of the EIR, even though the Specific Plan may set a maximum residential unit threshold lower than this number (e.g. 3,600-3,800 units). The higher threshold is chosen for CEQA purposes because it was shown in land use concepts and is therefore reasonably assumed that a future application may propose up to that threshold. Studying this maximum threshold also ensures that the City accurately studies all potential environmental impacts and discloses them to the public. Another example of this threshold would be to study a maximum height threshold within the EIR project description, even though the Specific Plan may set different height maximums for varying parcels within the plan. Additionally, CEQA alternatives are used as a tool to study other potential scenarios under CEQA. Typically, these consist of a project alternative that would be seen to provide reduced environmental impacts (e.g., a smaller-scale or lower intensity project).

GENERAL PLAN CONFORMANCE:

The City's 2021-2029 Housing Element identifies the site as a Housing Opportunity Site and allocates 2,300 residential units, with 40% of those units expected to be affordable to very low- and low-income households. To implement this vision, a General Plan Amendment will be required to reconcile the current MUC land use designation with the housing capacity and policy direction in the Housing Element. The Fairview Developmental Center Specific Plan will serve as the guiding planning document to implement these goals and provide a comprehensive framework for future development.

PUBLIC NOTICE:

There is no public notice requirement for the Planning Commission Fairview Developmental Center Specific Plan Study Session. However, to encourage public engagement, the City provided the following announcements:

- Newspaper publication ad.
- The date and time of the study session were posted on the project website.
- Information about the study session was shared via the City's social media channels and distributed to the project email list and citywide email lists (which includes over 8,000 email addresses).

As of the date of this report, no written public comments have been received. Any public comments received prior to August 25, 2025, Planning Commission meeting will be forwarded separately to the Planning Commission.

NEXT STEPS:

Staff recommends that the Planning Commission adopt a resolution to recommend to the City Council a scope of environmental study for the Fairview Developmental Center Specific Plan, without committing the City to a specific course of action on the Specific Plan. Planning Commission comments on the Draft Preferred Land Use Plan will be forwarded to City Council for consideration.

Following this meeting, staff will pursue two separate but parallel tracks:

- 1) **Continued progress of the FDC Developmental Center Specific Plan.** The City Council will consider the aforementioned materials, along with the Planning Commission's recommendation, and provide direction on the Preferred Land Use Plan and project description at a future meeting (likely in September/October).

Following the City Council meeting, staff will proceed with the environmental review process. A Notice of Preparation (NOP) will be issued to initiate the environmental review, leading to the preparation of a Draft Environmental Impact Report (DEIR). During the DEIR public review period, the public will be able to evaluate and understand the environmental impacts and continue to provide input that will refine the preferred plan and the Specific Plan components.

Concurrently, staff will continue to refine proposed Specific Plan policies, development standards, and objective design guidelines. Community outreach will be conducted to present the study plan and DEIR to the community for feedback. A follow-up study session with the Planning Commission and City Council will also be held on the draft Specific Plan, with additional opportunity for discussion and refinement. Once input is received and refinements are made, the City would create a final draft Specific Plan and initiate the formal public hearing process to consider adoption of the Specific Plan and associated project approvals.

Concurrently, following completion of the DEIR public review period, DGS anticipates releasing a request for proposals to identify a Master Developer.

- 2) **Discussion about Harbor Frontage.** Four members of the Planning Commission indicated interest in discussing land use concepts for the City-owned land between Harbor Boulevard and the FDC east boundary, including a possible land swap. Since this City-owned area is currently occupied by a portion of the golf

course, staff will present this discussion to the City Council as a separate-but-related item and receive direction from the City Council.

ATTACHMENTS:

1. Draft Resolution (including Preferred Land Use Concept / Project Description)
2. May 27, 2025, FDC Study Session Staff Report
3. June 23, 2025, FDC Study Session Staff Report
4. FDC Specific Plan Revised Street Sections (under separate cover)

RESOLUTION NO. PC-2025- ##

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF COSTA MESA, CALIFORNIA RECOMMENDATION
ON FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN
DRAFT LAND USE CONCEPT, AND PROJECT DESCRIPTION
FOR PURPOSE OF ENVIRONMENTAL REVIEW**

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDS
AND DECLARES AS FOLLOWS:

WHEREAS, the Fairview Developmental Center located at 2501 Harbor Boulevard is owned by the State of California and was formerly used as a state-run residential facility for individuals with developmental disabilities; and

WHEREAS, the residents of the Fairview Developmental Center main campus have been relocated; and

WHEREAS, in recognition of California's acute affordable housing crisis, the State has prioritized the development of affordable housing in the disposition of the Fairview Developmental Center property; and

WHEREAS, on June 30, 2022, the State enacted Senate Bill 188, codified in Government Code Section 14670.31, establishing the framework for the planning and disposition of the Fairview Developmental Center site; and

WHEREAS, on December 29, 2022, pursuant to Government Code Section 14670.31, the Department of Developmental Services (DDS), Department of General Services (DGS), and the City of Costa Mesa entered into a formal agreement to plan for the future redevelopment of the Fairview Developmental Center; and

WHEREAS, under this agreement, the City is responsible for managing the land use planning process, while the DGS is responsible for overseeing the property's eventual disposition; and

WHEREAS, in September 2023, the City initiated the land use planning process and has since conducted multiple community outreach events to gather input on

neighborhood design, vision and guiding principles, and identifying community priorities; and

WHEREAS, representatives from the City, DGS, and DDS have continued to meet regularly to coordinate planning efforts and ensure that the Fairview Developmental Center Specific Plan aligns with the intent of the enabling legislation and supports both State and City goals; and

WHEREAS, these goals include: the planning for the construction and operation of a California Office of Emergency Services Regional Emergency Operations Center; the development of DDS housing consistent with Government Code Sections 14670.36, 14670.31, and 14670.35(e); and the City's adopted Housing Element objectives; and

WHEREAS, it is essential that the Specific Plan include a land use framework and supporting policies that balance financial feasibility, State requirements—including provisions for affordable housing and DDS housing—and community priorities such as open space and accessibility, in order to create a viable plan to guide future development; and

WHEREAS, in order to prepare a feasible Specific Plan and conduct environmental review pursuant to the California Environmental Quality Act (CEQA), the City must evaluate a version of the project that is both physically and financially viable; and

WHEREAS, the Financial Feasibility Analysis served as a critical step in this process by evaluating whether each land use concept could offset the costs of demolition, infrastructure, DDS and affordable housing site preparation, while still generating a return sufficient to attract private investment—thereby ensuring the plan's feasibility and ability to deliver key public benefits such as affordable housing, open space, and community amenities; and

WHEREAS, the results of the Financial Feasibility Analysis informed staff's recommendation for a Preferred Plan and serve as a foundational element in the drafting of the Specific Plan; and

WHEREAS, on May 27, 2025, the City conducted a Planning Commission Study Session to provide the Commission and the public with a comprehensive update on the FDC Specific Plan project, and to offer an opportunity for the Commission to review and discuss land use concepts and key plan components prior to making a recommendation to the City Council on a preferred land use plan; and

WHEREAS, on June 23, 2025, the City conducted a second Planning Commission Study Session to provide a comprehensive recap of the City and State roles in the Fairview Development Center (FDC) Specific Plan process to date, the findings of the Financial Feasibility Study, components of a Specific Plan, development realities of State housing laws, and environmental review; and

WHEREAS, based on the feedback provided by the public and Planning Commission during the Study Session, City staff presented an updated recommendation to the Planning Commission on August 25, 2025; and

WHEREAS, a duly noticed public hearing held by the Planning Commission on August 25, 2025 with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is subject to the California Environmental Quality Act (CEQA) and an Environmental Impact Report (EIR) will be prepared for the project in accordance with the CEQA Guidelines, based on the direction received on the preferred land use plan and defined project description and draft preferred land use plan; and

NOW, THEREFORE, based on the evidence in the record and the recommended project description, draft preferred land use plan, included in Exhibit A, the Planning Commission hereby recommends that the City Council considers its recommendation with respect to the property described above, with the clarification that this recommendation is for the purpose of environmental review only and does not commit the City to a specific course of action; and

BE IT FURTHER RESOLVED, that the Costa Mesa Planning Commission does hereby find and determine that adoption of this Resolution is expressly for the purpose of scoping environmental review, as described in the staff report and supporting materials referenced in Exhibit A, and in compliance of all applicable federal, state, and local laws.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this 25th day of August, 2025.

Jeffrey Harlan, Chair
Costa Mesa Planning Commission

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

I, Carrie Tai, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2025-__ was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on August 25, 2025 by the following votes:

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSENT: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Carrie Tai, Acting Secretary
Costa Mesa Planning Commission

Resolution No. PC-2025-__

EXHIBIT A

Recommendation on the environmental scope of study on the FDC Preferred Plan

95 Acre Property Boundary

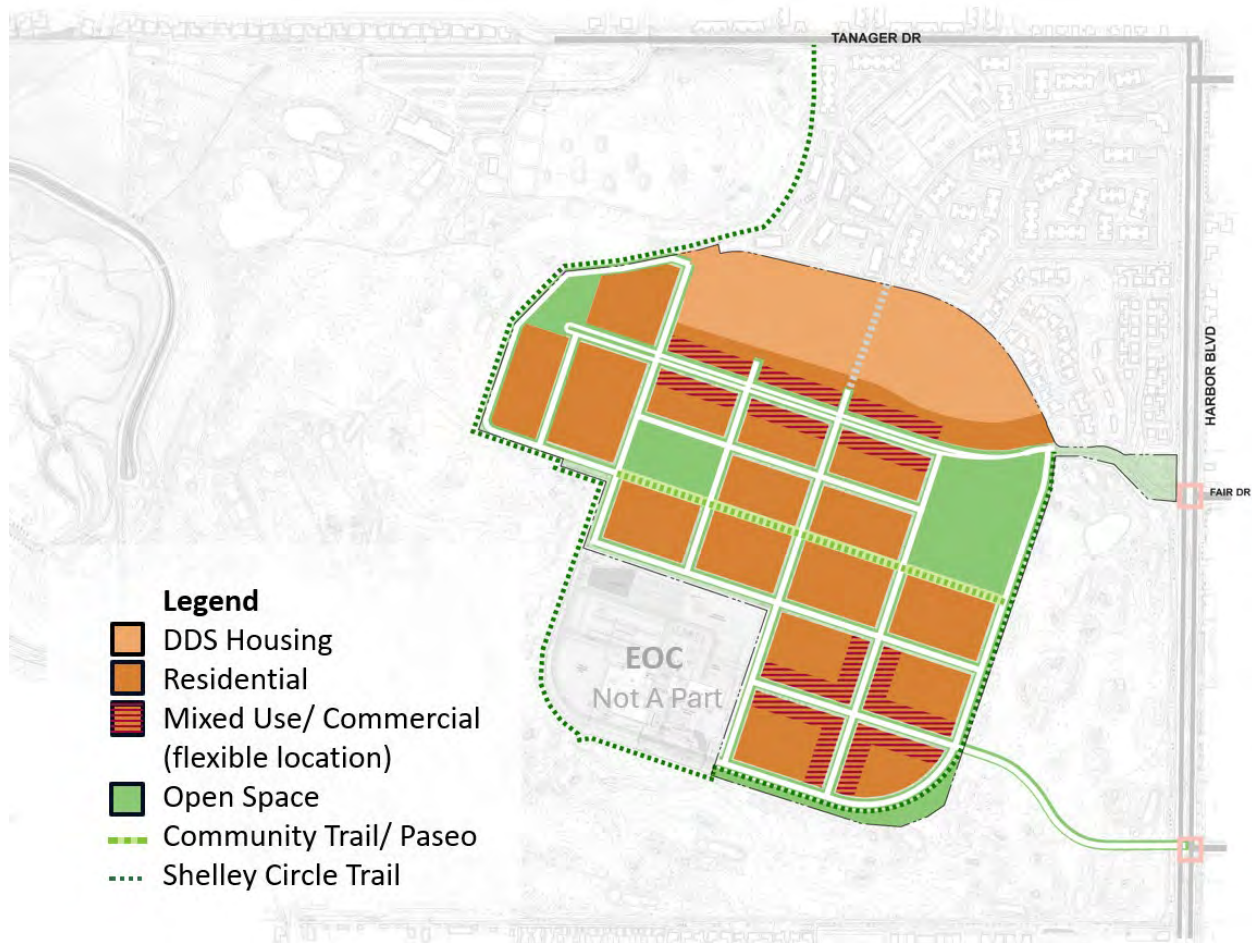
- 2,300 Dwelling Units Minimum (per Housing Element)
- 3,800 Dwelling Units Maximum
- 35,000 square foot Commercial maximum – flexible location – could be standalone or in mixed-use configuration in any building
- 12 acres minimum dedicated publicly accessible open space (plus improvements and impact fees)
- 2 access points from Harbor Boulevard
- (Off-site) Partial golf course reconfiguration due to secondary access road

Land Use	Development Minimum	Development Maximum
Residential ¹		
• Very Low Income	575 units ²	-
• Low Income	345 units	-
• Moderate Income	690 units	-
• Above Moderate Income	690 units	-
Total Units ⁴	2,300 units minimum	3,800 units maximum
Commercial	10,000 sf minimum	35,000 sf maximum
Public Open Space ³	12 acres minimum	No maximum

NOTES:

1. The definition of Very Low, Low, Moderate, and Above Moderate-income categories is defined in Section X of the City's Housing Element.
2. Very Low=income units shall include 200 Permanent Supportive Housing Units in accordance with State Code Section 14670.31. Housing developed on-site by DDS may count towards meeting this requirement.
3. Public Open Space includes areas planned for possible use of the following, including but not limited to: public parks, trails, plazas, and other types of open spaces available to the general public. It does not include private and common open space that is considered an on-site amenity for housing and is primarily accessible by the residents of the housing development.
4. Total units include the residential development within the 15-acres of land retained by DDS.
5. The Project also includes the construction of a secondary access on the southeast corner of the site that would run through the golf course. This would require the reconfiguration of up to six holes.

Conceptual Land Use as of 7/24/2025



Specific Plan Designations:

Residential. The Residential land use category is intended to allow for a wide range of housing types, including two-and-three story walk-up townhomes, courtyard or motorcourt products, stacked flats, and buildings up to 12 stories in height. This category is also intended to satisfy the City's 6th Cycle RHNA obligation for the FDC property in terms of providing Very Low, Low, Moderate, and Above Moderate-Income Housing.

The Residential category will also allow for a range of senior living options including independent and assisted living. Public and private recreational uses, daycare, and community and neighborhood-serving amenities will also be allowed.

This category also includes approximately 15-acres of property to be retained by the State Department of Developmental Services (DDS) for the development of housing for the developmentally disabled (Very Low Income), and housing for moderate and above moderate households.

Commercial. The Commercial land use category is intended to allow for neighborhood-serving retail and service uses in either a stand-alone or mixed-use configuration, including restaurants, coffee shops, small grocery and retail stores, pharmacies, studio and fitness facilities, and small office uses, including medical office, in either a mixed-use or stand-alone configuration. Ancillary community supporting uses, such as day care, are also allowed.

Publicly Accessible Open Space. The Open Space category is intended for various parks and open space uses that are open to the general public, including neighborhood parks, recreation centers and cultural facilities, smaller pocket parks, and trails for pedestrians and bicyclists. Flexibility in the final location and configuration of publicly accessible open space is provided in the Specific Plan.

Minimum Specific Plan Provisions to Carry out the Preferred Land Use Plan:

- The Plan (*italics represent items in addition to items in the heading parenthetical*).
 - o Land Use Plan (including permitted land use categories such as housing/affordable housing, commercial, community amenities, etc.)
 - *Allow community amenity uses (library, school, etc.)*
 - o Mobility and Circulation (including roadway and network layout, street sections, bicycle, and pedestrian path and access requirements, etc.)
 - *Secondary access acquisition process (City-owned land), including community engagement*
 - *Construction phasing of “backbone” paths and streets*
 - o Open Space (including minimum required open space, types of open space permitted and possible locations for open space, recreational amenities, dedications, fees to be paid, construction and maintenance responsibilities)
 - *Require State/General Plan designated amount of open space*
 - *Use Open Space requirements as a lever to achieve additional affordability or publicly-available amenities*
 - *Accommodate active sports fields that are open to the public, with the uses to be determined by the City’s Park Master Plan*
 - *Golf course reconfiguration and improvement requirements, including phasing*

- *Pedestrian connection to Fairview Park*
- o Infrastructure (including infrastructure requirements for the plan such as water, storm drain, sewer and drain utilities for both master development and individual project development)
 - *Construction phasing of “backbone” infrastructure*
- o Public Services (including additional requirements for public services such as police and fire facilities, as well as storm drainage to accommodate the need of additional residents and services)
 - *Construction phasing to ensure public services are available to service future residents*
- Administration and Implementation
 - o Review processes, including applications and decision bodies
 - Future development
 - Specific Plan amendments
 - o Monitoring requirements
 - o Development impact fee provisions



PLANNING COMMISSION AGENDA REPORT

MEETING DATE: MAY 27, 2025

ITEM NUMBER: NB-2

SUBJECT: STUDY SESSION REGARDING THE FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN LAND USE PLAN

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

PRESENTATION BY: ANNA MCGILL, PLANNING AND SUSTAINABLE DEVELOPMENT MANAGER, PHAYVANH NANTHAVONGDOUANGSY, PRINCIPAL PLANNER, KAREN GULLEY, PLACEWORKS, SUZANNE SCHWAB, PLACEWORKS, STEVE GUNNELLS, PLACEWORKS

**FOR FURTHER INFORMATION CONTACT: PHAYVANH NANTHAVONGDOUANGSY
(714) 754-5611
PHAYVANH@COSTAMESACA.GOV**

RECOMMENDATION:

Staff recommends the Planning Commission receive the staff presentation and provide feedback on community variables that will shape the land use plan for the Fairview Developmental Center Specific Plan.

APPLICANT OR AUTHORIZED AGENT:

City of Costa Mesa

PURPOSE OF THE STUDY SESSION:

The purpose of this study session is to provide the Planning Commission and the public with a comprehensive update on the progress of the Fairview Developmental Center Specific Plan (FDC-SP) project. and offer an opportunity for the Planning Commission to review and discuss the land use concepts and key components of the plan prior to providing a recommendation on the preferred land use plan and its components to the City Council. The City developed three land use concepts that were studied and presented to the public to solicit input (detailed later in the report). The purpose of the land use concepts was to test housing unit thresholds and other

plan components (such as circulation network, open space, commercial square footage, etc.).

Over the past several months, City staff—working in partnership with the State—has made progress on addressing State requirements and factors influencing the land use plan, while incorporating community input and preliminary findings of the financial feasibility analysis. This work has provided a perspective on the actual feasibility of the conceptual land use plans and project components.

The preferred plan is intended to comprise of the preferred components from all concepts studied, coupled with the likelihood that the plan is desirable from a development standpoint. At this stage, the information presented will also help define the scope of the project to initiate the environmental review process pursuant to the California Environmental Quality Act (CEQA). Additional discussion is under the “Recommendations for the Preferred Land Use Plan” section of this report.

This study session is intended to set the stage for a formal recommendation by the Planning Commission to the City Council in July 2025. While no formal action will be taken at this meeting, staff respectfully requests feedback from the Planning Commission on the draft land use concepts and project components presented in this report. Input is particularly encouraged on the proposed land use distribution, open space framework, circulation network, and overall site organization. This feedback will inform the refinement of the project description, support the creation of a preferred land use plan, and shape the environmental analysis moving forward.

Following tonight’s study session, staff will return on June 9, 2025, with a refined Preferred Plan, updated project description, and a set of draft vision and guiding principles. The Planning Commission will be asked at that time to make a formal recommendation to the City Council, enabling the City to begin the CEQA process and continue advancing the FDC Specific Plan project.

Once the City Council selects a preferred land use plan, staff will begin a formal environmental analysis in accordance with CEQA. The City will assess potential environmental impacts—such as traffic, noise, air quality, and biological resources—and identify feasible ways to avoid or minimize those impacts. Based on the findings of this analysis, the Preferred Plan may be refined to ensure that future development aligns with State environmental standards and community goals.

In parallel with the CEQA process, staff will continue community outreach efforts to help shape and finalize the development standards and policies that will be memorialized in the Specific Plan.

BACKGROUND:

The Fairview Developmental Center (FDC) is a 115-acre property located at 2501 Harbor Boulevard in the City of Costa Mesa. Owned by the State of California, the site was historically developed and operated as a residential care facility for individuals with developmental disabilities. Today, the facility is largely unoccupied and in a “warm shutdown” phase, meaning it is no longer serving its original residential function. The State has relocated all remaining residents to community-based homes and has acknowledged that it does not intend to follow the traditional State surplus property process for this site.

Over the years, the future of the FDC property has been the subject of considerable interest and discussion among local and state agencies. In 2020, the Costa Mesa City Council created an Ad Hoc Committee to advise staff and provide recommendations related to the FDC. That same year, the Council adopted a vision for the site supporting approximately 1,500 mixed-use, mixed-income housing units—including workforce, veterans, and permanent supportive housing. The Council directed staff to collaborate with the State to preserve local input and influence over future development decisions and land use outcomes.

The FDC site is one of the largest housing opportunity sites identified in the City’s Housing Element, adopted on February 1, 2022. The Housing Element anticipated accommodating approximately 2,300 units on this site and includes a specific program directing the City to pursue a Specific Plan for residential development, in partnership with the State. The Housing Element plan for the site became Concept 1.

In June 2022, the State Legislature approved Government Code Section 14670.31, which provides a framework for the reuse of the FDC property. The legislation codifies a partnership between the Department of General Services (DGS), the Department of Developmental Services (DDS), and the City of Costa Mesa, with defined roles for each entity. While the site is owned and controlled by the State, under this framework, the City is responsible for leading the land use planning process, which includes preparation of a Specific Plan, identifying and defining public benefits, amending the General Plan, updating the zoning regulations, and conducting the CEQA review. Defining key components of the plan—such as affordable housing, open space, and community-serving amenities—is a key effort of the Specific Plan Process and will help ensure that redevelopment of the site aligns with local priorities and State policy goals. In parallel, the State—through DGS—will lead the property disposition process, as property owner, which will include either sale or lease of the land to a master developer, for the purposes of building a project in compliance with the City’s Specific Plan.

To support this effort, the legislation allocated \$3.5 million in State funding to the City to develop a Specific Plan, conduct necessary studies, and manage a community-

based planning process. The law also expresses the Legislature's intent that the property be redeveloped as a mixed-use project, prioritizing affordable housing to the greatest extent feasible, including a minimum of 200 units of permanent supportive housing, open space, and housing for individuals with developmental disabilities.

The FDC-SP project will implement the provisions of Government Code Section 14670.31. As outlined in the agreement between the City and State, the final development plan must align with both the City's adopted vision and the State's interests. While the City will guide the planning process with opportunities for community engagement and transparency, the ultimate disposition of the property will be made by DGS, based on terms and conditions deemed to be in the best interests of the State.

HOUSING ELEMENT IMPLEMENTATION - HOUSING PROGRAM 3B

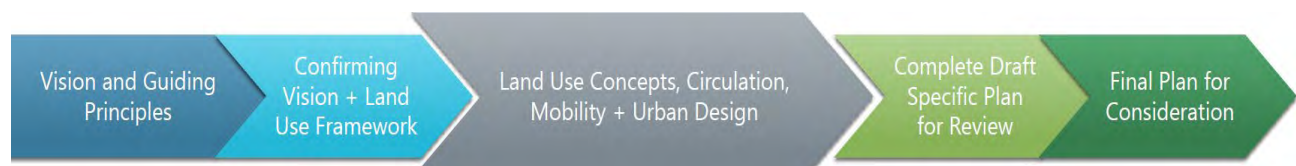
The approved 6th Cycle Housing Element identifies the property as a housing opportunity site that may accommodate 2,300 future residential units. Approximately 40% of the residential units projected for this site will meet a portion of the City's Regional Housing Needs Assessment (RHNA) shortfall for low- and very- low-income households. As such, the Housing Element Program 3B outlines the implementation objectives for the FDC site to accommodate future housing development. This project, which includes the development of a Specific Plan (SP), and the disposition of the FDC site, requires a coordinated planning effort with the State Department of General Services (DGS), Office of Emergency Services (OES), and Department of Developmental Services (DDS).

Figure 1: Site Location



In August 2023, the City retained PlaceWorks to complete the community outreach, land use planning and environmental review process for this project.

PROJECT PROGRESS:



This section outlines the key milestones that informed the development of the land use concepts, which illustrate a range of site design, circulation, and housing scenarios that will shape a future neighborhood. The land use concepts were formulated utilizing feedback solicited from the community engagement events, public meetings held at City Council and Planning Commission, ongoing coordination meetings with state agencies, and input from housing developers and affordable housing advocates.

Community Workshops

Launched in October 2023, the project's community engagement program was

designed to optimize public participation and encourage the public to provide input at critical stages of the plan development. The community engagement process will continue to be dynamic and improve as the project progresses forward. The project's website, www.fdcplan.plan, is continually updated to share project information and encourage participation at upcoming events. The City has held 18 community outreach events thus far for this project.

The outreach events have included in-person and virtual workshops, pop-up events, and study sessions. Materials for all workshop and pop-up events were provided both in English and Spanish, with Spanish interpreters available to assist attendees when needed. For in-person meetings, the City's Parks and Community Services Department provided activities for children to enable parents to engage more fully in the outreach process.

The workshops focused on drafting the community vision and guiding principles, as well as gathering input on the conceptual plans. A summary of the workshops and all related outreach materials are available online at: <https://fdcplan.com/participate/>. The results of the fourth workshop is described in the "Land Use Concepts Outreach" section of this report.

FDC Project Updates at City Council and Planning Commission

In addition to the community outreach events, project updates for the FDC Specific Plan were presented to the City Council on December 12, 2023, and Planning Commission on March 25, 2024.

- The City Council Meeting (December 12, 2023): Staff provided an overview of the planning process, the historic background of the FDC site, potential housing types (including both market-rate and affordable options), and considerations for future development. The staff report and attachments are available online at: <https://costamesa.legistar.com/MeetingDetail.aspx?ID=1141509&GUID=345AA40A-863E-4705-8AC0-6F703488A2F9>
- The Planning Commission Meeting (March 25, 2024): In addition to the Council update, this presentation included a summary of the public workshops and outlined the upcoming steps in the planning process. The staff report and attachments are available online at: <https://costamesa.legistar.com/LegislationDetail.aspx?ID=6600445&GUID=BE5C5BFB-7FF3-4EC5-B6A4-16240D272894>

At both meetings, staff and PlaceWorks presented detailed information on the economic and market considerations for affordable housing development. Topics included financing strategies, eligibility requirements, and the trade-offs needed to achieve feasibility. As part of the research and analysis, PlaceWorks conducted

interviews with affordable and market-rate housing developers, advocacy groups, and industry experts familiar with the Orange County housing trends. These interviews explored preferences related to housing types, supportive services, private and public open space amenities, and neighborhood design. Insights gathered have directly informed the market demand and market feasibility analysis, the outcomes of which are included in this report to guide the development of a preferred land use plan.

State Agencies Coordination Meetings

The City held weekly coordination meetings with the State DGS and DDS Representatives from April 2024 through August 2024 and has continued to meet on an as-needed basis thereafter. These meetings focus on aligning future land use planning with State legislative requirements, DDS housing needs, and the development of the future Regional Emergency Operations Center (EOC) to ensure that the land uses are compatible and occur in a coordinated manner. Key State factors influencing the land use concepts include Senate Bill (SB) 82, SB 188, SB 138, and SB 166, along with the State agencies programmatic and operational requirements. A summary of these factors is provided as Attachment 1.

As a result of the meetings, the original project boundary was modified to remove the plant operations area, the segment of Merrimac Way running through Harbor Village Apartments, and the Mark Lane residential development. These areas are owned, operated, and maintained by DDS and management company. The revised Specific Plan boundary now encompasses approximately 95 acres. Of this, the State will retain ownership of 20 acres for the EOC and DDS complex needs housing which are not included in the Specific Plan area. DDS will retain 15 acres for housing similar to Harbor Village Apartments, leaving approximately 80 acres available for the Master Developer, as shown in Figure 2.

Each of the land use concepts has been designed to meet the needs of DDS housing programs and the EOC operations. In accordance with SB 138, the existing 5-acre plant operations site will be redeveloped for residential use serving adolescents and adults with complex needs. Additionally, approximately 15 acres shown in Figure 2 will be used for DDS State housing consistent with SB 82. DDS anticipates developing up to 480 residential units adjacent to the existing Harbor Village Apartments, with 20% of the units dedicated to individuals with developmental disabilities, similar to the Harbor Village model. This 15-acre portion of the property will be included in the Specific Plan area.

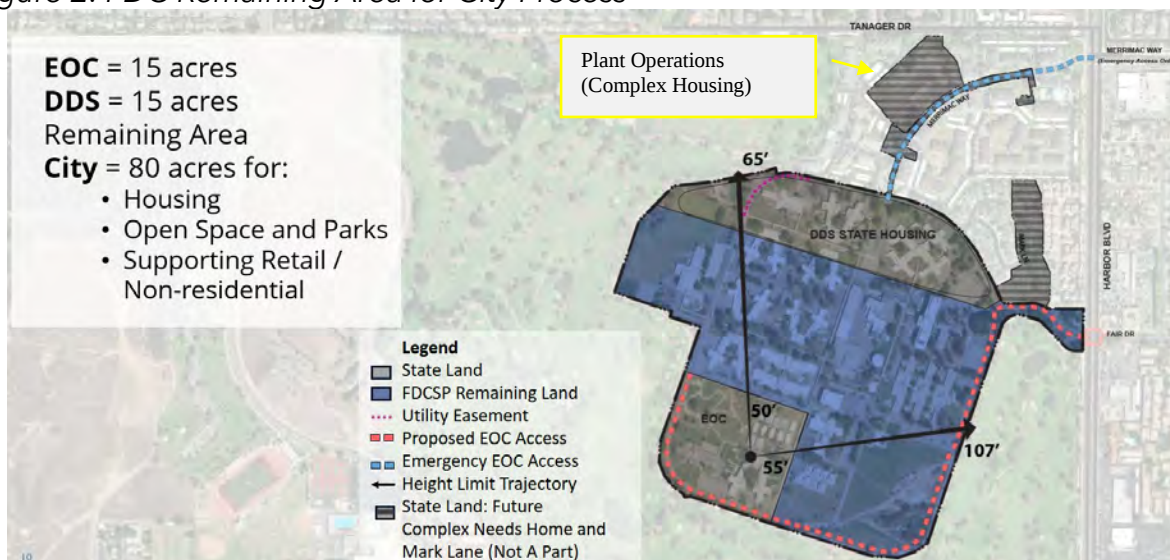
While the land use concepts identify approximate planning areas for DDS housing, the final boundaries will be determined by the State, potentially through future legislation. The Specific Plan's land use policies will ensure that future planning areas support the State's DDS housing goals.

DDS also expressed opposition to the inclusion of large open space areas that could support a regional sports and recreation complex. In its letter dated June 28, 2024, submitted in response to the proposed land use concepts, DDS stated that the primary focus of the plan should be to maximize the provision of affordable housing, and that large open space areas are incompatible with this objective. The letter is included as Attachment 2.

The State DGS is also moving forward with construction of the EOC. Additional information is available online at: <https://buildcaloessreoc.turnersocal.com/>. Following the development of the land use concepts used and the launch of the summer workshop series, the State agreed to align Shelley Circle with the southeast corner of the project boundary. This revised alignment, shown as a dashed red line in Figure 2, will be incorporated in the preferred land use plan.

Figure 2 also identifies the location of the EOC Communication Tower, which stands approximately 120 feet tall. To ensure a clear line of sight with other State communication towers, height restrictions will apply to development located directly north and east of EOC site. In these areas, buildings will be limited to approximately six to eight stories to preserve the operational effectiveness of the communication system.

Figure 2: FDC Remaining Area for City Process



LAND USE CONCEPTS:

This report presents three land use concepts, each representing a distinct development scenario based on input from the community, while aligning with State requirements. The concepts explore variations in urban design, circulation networks, and distribution of open space recreational areas. They were created to evaluate a range of residential densities and affordability levels. The conceptual illustrations and associated acreages included in this section were originally prepared for the

community outreach efforts and were developed prior to the State’s final decision to redevelop the plant operations area for the complex needs housing and before the final alignment of Shelley Circle was confirmed. This section includes the illustrations that were presented to the community in summer 2024 during outreach events. The feedback received from these outreach events have been incorporated into the draft preferred land use plan shown later in this staff report.

Since summer 2024, each concept has been analyzed for its market and development feasibility, traffic and circulation impacts, consistency with City and State goals, and potential funding sources and implementation timelines. The conceptual plan names are provided for ease of reference. The planning areas configuration are illustrative and intended to demonstrate different development patterns. The analysis provided in this report will help identify and prioritize trade-offs of various land use components that will shape the preferred land use plan and form the foundation for the Specific Plan. The Land Use Concepts are provided as Attachment 3.

Concept 1: Fairview Promenade (Housing Element)

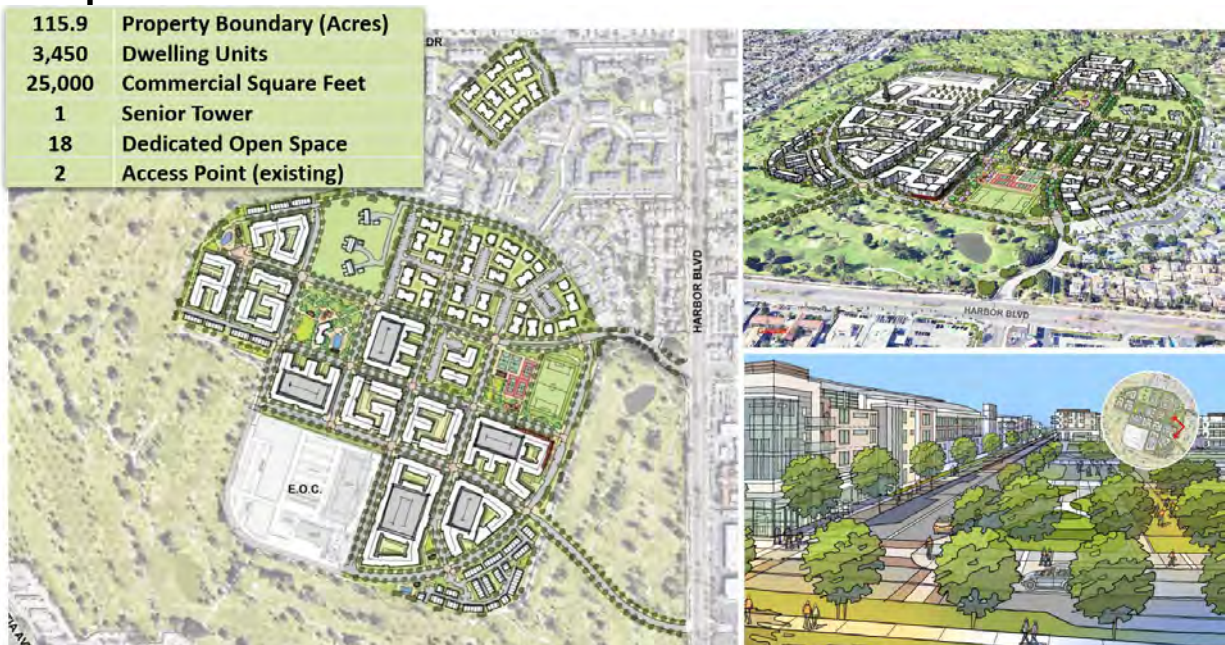


Concept 1 reflects the Housing Element household income distribution assumptions for this site: 25% Very Low-Income, 15% Low-Income, 30% Moderate-Income, and 30% Above Moderate-Income. The land use configuration might feature a central grand boulevard or signature street that defines the character of the site and provides a strong visual and functional connection to the secondary road network. The corridor could include a wide landscaped median with pedestrian pathways, integrated public art, or streetscape treatments that enhances the identity of the development along the sidewalks and pathways.

This concept would accommodate 2,300 residential units with an average density of 39 dwelling units per acre. Higher-density residential development would be concentrated toward the center of the site, with lower-density areas positioned along the edges, particularly near Harbor Boulevard. Planning Areas 1 through 5, totaling 20 acres and located adjacent to the existing Harbor Village Apartments, are designated to accommodate 483 DDS units. This includes three (3) complex needs units, 99 very low-income units, and 384 moderate-income units.

Open space areas would be distributed throughout the project area, with individual park areas ranging from 1.6 to 3.5 acres. The open space network would include greenways and trails designed to connect residential neighborhoods to recreational areas. Park facilities may support a variety of active uses such as soccer and baseball fields, and other recreational uses. To reduce traffic circulation through the site, open space and commercial uses would be strategically located near the Harbor Boulevard - Fair Drive entrance.

Concept 2: Fairview Fields



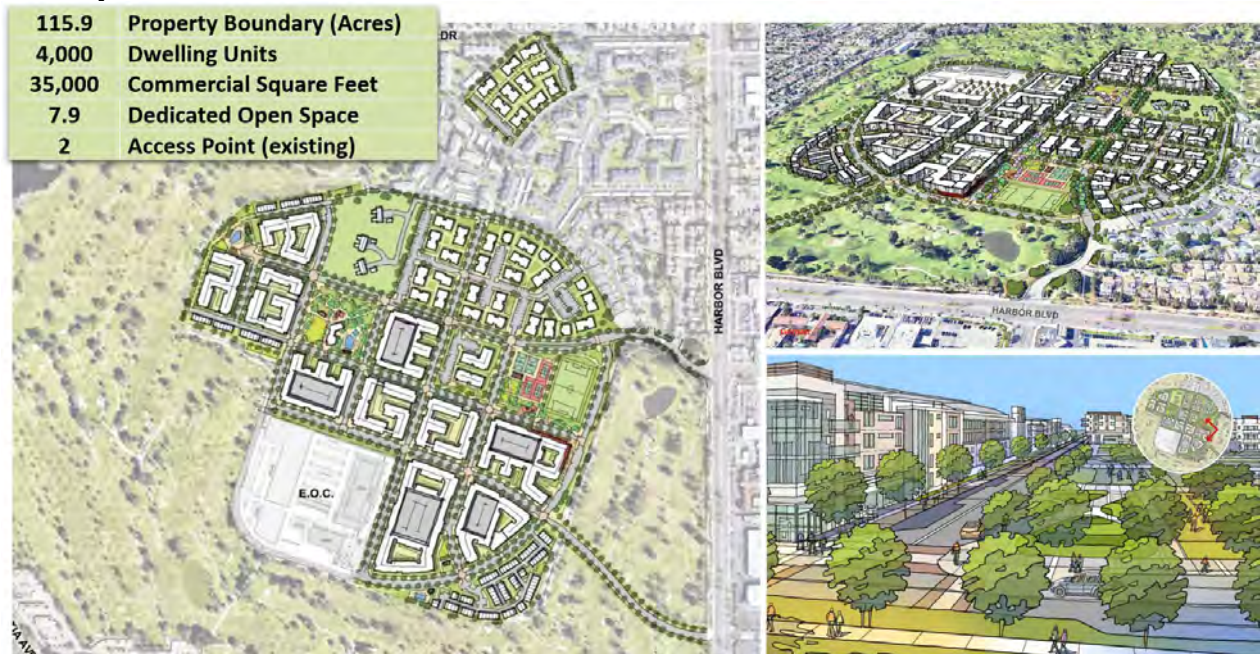
Concept 2 features a more formal grid street pattern, with slightly smaller blocks than Concept 1, which enhances walkability and connectivity throughout the site. This scenario assumes that a future developer would utilize the State Density Bonus Law to increase the number of above moderate units to subsidize the affordable requirements.

For this scenario, the base residential capacity in the Specific Plan would be 1,725 units. However, by applying a 50% density bonus for both Very Low- and Moderate-income units—as permitted by State Density Bonus Law—100% total density bonus

could be achieved, resulting in a maximum of 3,450 residential units. This would include the base units and an assumed bonus of 1,725 units. Approximately 20 acres adjacent to Harbor Village Apartments would be reserved to meet DDS housing needs.

There would be two access roads, one at Fair Drive and another via a new roadway extension through the golf course, connecting to the Harbor Shopping Center. Open space would be concentrated into large, centralized neighborhood park designed to support various active recreational uses, including sports fields and other community amenities.

Concept 3: Fairview Commons



Concept 3 represents the highest reasonable level of residential development across the Planning Areas. All Planning Areas would be designated for high-density residential uses, with the exception of the southeast corner, which is envisioned for high-end townhomes. This concept would accommodate the income distribution projected in the Housing Element for Very Low, Low, and Moderate, which totals 1,610 units—or 40% of the total units—to meet the City’s affordability housing goals for this site. The remaining 2,390 units (60%) would be allocated to the Above Moderate category, which help subsidize affordable housing.

This scenario assumes the City would enter into a Development Agreement with the master developer to secure the final housing mix. Concept 3 supports the highest residential yield and allows for a variety of housing types, including townhomes, apartments, and condominiums. To accommodate the increased density and

improve site circulation, this concept would also require a secondary access point to Harbor Boulevard.

FINANCIAL FEASIBILITY:

As required by the agreement with the State, a Financial Feasibility Analysis was conducted for each land use concept and provides a detailed summary of the cost to develop each planning area—excluding the cost that affordable housing developers will pay to build and operate their projects. The analysis also includes project-wide infrastructure costs—demolition, roads, water, and sewer into the equation. Feasibility alternatives (i.e., changes in the assumptions for each land use alternative that would make each alternative more feasible) are included to identify adjustments that could make the overall project financially feasible. The Financial Feasibility Analysis is attached to the report as Attachment 6.

The financial feasibility is prepared and analyzed from the perspective of a potential master developer: do the concepts provide for a sufficient number of market rate housing units to offset the costs to support the affordable housing, the DDS housing, and other amenities, such as parks and recreation facilities. The Analysis is a 'snapshot' of the current market and its considerations. It can be used to predict the potential feasibility of a project with the most accurate information at hand at the time the analysis is conducted. While these analyses try to anticipate future market trends, unforeseen trends or market factors could adjust identified feasibility when the master developer is ready to construct. The Financial Feasibility Analysis evaluates the three concepts to determine whether a developer could redevelop the site, achieve a 15% internal rate of return (an industry standard for determination of project feasibility) and potentially have enough surplus provide the public benefits the State is looking for and the benefits that the City and community may expect.

The State intends to dispose of the site by turning the property over to a master developer, excluding certain portions that will be retained by the State. The master developer would demolish the existing buildings, remediate any contamination, and construct the necessary infrastructure to support the ultimate buildout allowable under the specific plan.

A sizeable number of the new housing units constructed would be restricted to households qualified as lower income. The master developer might develop this affordable housing, but they are more likely to turn the prepared land over to an affordable housing developer. Another sizeable number of housing units would be constructed separately for and under contract to the state's DDS. However, the master developer would prepare the sites for the DDS housing. The remainder of the housing units would be constructed by the master developer to be rented or sold at market rates. The intent is that the specific plan would allow the number of market

rate housing units that would generate sufficient profit to compensate for the demolition, the site preparation, and the infrastructure that will support the affordable housing units and the DDS housing units.

To prepare a viable Specific Plan and conduct environmental review under CEQA, the City must evaluate a version of the project that is both physically and financially viable. The Financial Feasibility Analysis was a critical step in this process. It evaluated whether each land use concept could cover the costs of demolition, infrastructure, DDS and affordable housing site preparation, and still generate a sufficient return to attract private investment. This ensures the plan can be implemented and that key public benefits—such as affordable housing, open space, and community amenities—can be delivered. The analysis informed staff's recommendation on a Preferred Plan and provides a foundation for drafting the Specific Plan.

Infrastructure and Site Development

Each of the three land use concepts will require significant infrastructure upgrades, including new sewer, storm drain, water, and utility improvements. All concepts also involve site demolition and environmental remediation, with associated costs varying by concept.

The cost estimates for each scenario are summarized in the table below and include site preparation, impact fees, soft costs (such as engineering, environmental review, and bonding), infrastructure improvements, and a standard contingency. It is important to note that higher development costs do not necessarily determine a concept's financial feasibility. These considerations are incorporated and addressed in the financial feasibility analysis that follows.

Table 3: Total Development Costs

	Concept 1	Concept 2	Concept 3
Total Planning Area Development Cost	\$434,300,000	\$776,100,000	\$1,046,400,000
Project-wide site Development Cost	\$130,300,000	\$174,600,000	\$148,500,000
Offsite improvement Cost	\$13,420,000	\$18,400,000	\$18,400,000
Total project development cost	\$578,100,000	\$959,100,000	\$1,213,000,000

In evaluating the three land use concepts, this analysis estimates whether or not the market rate development would generate a fifteen percent (15%) Internal Rate of Return (IRR) for the equity investment needed for the project. This rate is an industry standard and is considered the minimum return to entice outside investors to invest

equity in a development project. The table below is a summary of the results of the financial feasibility analysis:

Table 1: Total Cash Flow and Annual Internal Rate of Return

	Concept 1	Concept 2	Concept 3
Cash Flow Sums with Financing and Cost/Revenue Escalation			
Total Cash Inflow	\$810,300,000	\$2,148,000,000	\$2,905,000,000
Total Cash Outflow	-\$962,700,000	-\$1,779,000,000	-\$2,235,000,000
Total Net Cash Flow	-\$152,360,000	\$369,100,000	\$669,8900,000
Financial Feasibility Metrics			
Annual Internal Rate of Return (IRR)	-20%	14.6%	16.7%
Feasibility Surplus/(Gap)	(\$233,000,000)	(\$5,020,000)	\$26,700,000

Note: The total cash inflow and outflow is a simple sum of the monthly estimates. The data are not discounted and thus do not reflect the time value of money. However, the IRR does account for the timing of inflows versus out-flows.

Based on the analysis above, Concept 1 would cost more to develop than it would generate in income. This concept would need additional funding of over \$233 million to be feasible at a 15.0 percent IRR. Concept 2, which showing slightly less than the industry standard IRR of 15% would still be considered financially feasible as it is anticipated a developer could make minor adjustments to their own pro forma or to the project to bring it to the 15% rate that would make the project viable. Finally, Concept 3 is financially feasible, with an IRR of 16.7% and would generate \$26.7 million in residual land value that could be used for additional public benefits.

Traffic and Mobility

All three land use concepts will require improvement to the intersection at Fair Drive and Harbor Boulevard. Concept 1 relies solely on the existing access point at this intersection, while Concepts 2 and 3 introduce a secondary access road through the golf course connecting to Harbor Boulevard. Due to its higher housing capacity, Concept 3 is expected to generate the most traffic and may require additional offsite improvements such as added lanes and signal timing adjustments.

While Level of Service (LOS) is no longer required to be studied under CEQA for significance thresholds, the City continues to study LOS for public transparency and as part of its City requirements. The City has adopted Level of Service (LOS) D as the acceptable threshold for intersection performance. Each land use concept was analyzed for its impact on traffic, with LOS ratings ranging from LOS A (free-flowing

conditions) to LOS F (significant delays requiring multiple signal cycles). The table below summarizes projected daily trip generation and LOS for each concept.

Table 4: Traffic and Level of Service

	Concept 1	Concept 2	Concept 3
Access Points to Harbor Boulevard	1	2	2
Daily Trip Generation	11,342	16,640	18,501
Morning Peak Hour Trips	842	1,229	1,407
Evening Peak Hour Trips	997	1,449	1,639
Level Of Service	With No Improvements: • Morning Peak: LOS C • Evening Peak: LOS D	With No Improvements: • Morning Peak: LOS C • Evening Peak: LOS E	With No Improvements • Morning Peak: LOS C • Evening Peak: LOS E
	With Improvements: • Morning Peak: LOS A • Evening Peak: LOS C	With Improvements • Morning Peak: LOS B • Evening Peak: LOS D	With Improvements: • Morning Peak: LOS B • Evening Peak: LOS D

If a secondary roadway is constructed through the Mesa Linda Golf Course, it will result in operational impacts as future development phases are implemented. Based on the land use concepts and phasing assumptions, it is anticipated that this roadway may not be needed until residential development exceeds 2,300 units, which could take approximately 10 to 12 years. While this connection may affect current golf course operations, it also presents an opportunity to improve the course layout and enhance the overall user experience.

To evaluate this opportunity, the City engaged Todd Eckenrode Origins Golf Design, a local golf course architect firm, to evaluate potential design adjustments to the golf course in order to accommodate the secondary access route. Origins Golf Design developed preliminary concepts that reimagine the driving range and nearby areas in a way that maintains functionality and elevates the golfing experience. The associated costs for this design enhancement are included in the financial feasibility analysis, ensuring that long-term planning reflects both the infrastructure needs of the project and the ongoing success of the golf course as a valued community amenity. This information will be used to inform and memorialize the Specific Plan if the City Council proceeds with a maximum unit count above 2,300 units. It is anticipated that it may be further refined once a master developer submits to the City for entitlements.

Additionally, each concept incorporates an interconnected network of pedestrian and bicycle paths. These facilities are designed to link residential areas with parks, community amenities, and key destinations within the project area and the broader City, promoting active transportation and reducing reliance on cars.

Parks and Open Space

The three land use concepts offer different approaches to open space distribution. Concept 1 features a linear park with open space dispersed throughout the site. Concept 2 concentrates parkland into a larger, centralized area, while Concept 3 prioritizes housing and provides the least amount of park/open space.

State Government Code Section 66477, known as the Quimby Act, authorizes cities to require the dedication of parkland or payment of in-lieu fees from residential subdivisions to support the development of park and recreational facilities. The law sets a baseline requirement of up to 3.0 acres per 1,000 residents. It also allows jurisdictions to adopt higher local standards if supported by their General Plan and local ordinance.

In accordance with this authority, the City has established a local parkland dedication standard of 4.26 acres per 1,000 residents, as outlined in General Plan Policy OSR-1.18. This requirement is implemented through the City's Park and Recreation Dedications Ordinance (Municipal Code Title 13, Chapter XI, Article 5). Based on projected population levels, none of the land use concepts currently meet the 4.26-acre standard.

Table 2: Recreational/Open Space

	Concept 1	Concept 2	Concept 3
Dedicated Recreational/Open Space Areas (acres)	14.1	18	4.9
Population Projection ¹	5,744	7,816	10,232
Required Open Space based on Policy OSR-1.18	~22 acres of open space	~36 acres of open space	~42 acres of open space
NOTES: <i>1. Persons Per Household: 2.64, Source: American Community Survey 2022. Includes estimated 480 DDS units for each concept (mix of 20% Very Low and 80% Moderate income). Assumes 1 person per household for Very Low and permanent supportive units.</i>			

The current General Plan Land Use Designation for the Fairview Developmental Center site is Mixed-Use Center (MUC). The MUC designation—unique to this site—also includes an open space goal requiring that at least 25% of the site be preserved as open space. Based on the 80 acres available for development, this equates to a minimum of approximately 22 acres.

While none of the current land use concepts fully meet the open space goal of preserving 25% of the site as required under the existing MUC designation, a component of the project is a General Plan Amendment to align the designation with the Specific Plan's final land use and open space framework. This amendment will update the MUC land use designation to reflect the allowable uses and revised open space standards established through the Specific Plan.

As the planning process progresses, the Specific Plan will define a realistic and implementable open space goal—supported by future land dedication and developer-funded improvements—that will guide how open space is integrated into the site's long-term development. It is anticipated that the open space goal will be met during implementation through a combination of land dedication, in-lieu fees, development impacts fee and/or developer-funded improvements as part of the future development agreement.

LAND USE CONCEPTS OUTREACH

Survey Details and Structure

To gather community input on the three land use concepts, the City conducted public outreach throughout July and August 2024. Engagement activities included in-person and virtual workshops, pop-up events, and an online survey available from July 24 to August 30, 2024. All materials and events were offered in both English and Spanish, and paper surveys were made available at in-person events (see Attachment 4). In total, the City received 719 survey responses, along with 10 emails and 8 comment cards submitted during the outreach events.

To encourage broad participation, the online survey did not require responses to every question, resulting in varying response rates. The survey was hosted on the Social Pinpoint platform and was designed to reflect the same information presented at public workshops, allowing participants who could not attend in person to access an equivalent level of detail. The survey featured the following informational tabs:

- Introduction – Included instructions for navigating the survey, explained the purpose and development of land use concepts for the FDC Specific Plan, and outlined the survey's goals.
- Land Use Concepts – Provided detailed descriptions of each concept, results from traffic and infrastructure studies, and an interactive map.
- Summary – Offered side-by-side comparisons of the concepts, including the results of the traffic and infrastructure studies. The summary also provided an overall comparison of the concepts intended to inform participants about the various tradeoffs between each concept.

Survey Outreach

The survey was promoted extensively during Workshop 4 open-house series and at pop-up events hosted by the City.

- Wednesday, July 24, 2024 - Open House/Workshop Night 1, 6-8 p.m., Norma Hertzog Community Center, 1845 Park Avenue
- Thursday, July 25, 2024 - Open House/Workshop Night 2, 6-8 p.m., Saint John Paul the Baptist Church, 1021 Baker Street
- Wednesday, July 31, 2024 - Virtual Open House/Workshop Night 3, 6-8 p.m., hosted via Zoom.

The City publicized the survey through the following media and print forms:

- Direct mailer to 40,000 households via USPS
- Social Media (Instagram and Facebook) --~1,000 average reach
- City Manager's Weekly Newsletter (Snapshot) - 12,000 subscribers
- Costa Mesa Minute Video (broadcast on CMTV and social media)
- Three pop-up events: Harbor Iglesia Church, Music in the Park, Northgate Mercado Gonzalez
- Announced at City Council meeting
- Project Website: fdcplan.com
- Flyers at City Facilities

Survey Results

The survey results are provided in Attachment 5. Below is a summary of key findings:

- A total of 719 survey responses were received. Additional feedback included ten emails and eight comment cards submitted during in-person events.
- The physical layout of Concept 1 was the most preferred among respondents.
- Open Space configuration most influenced a participant's preference when selecting a preferred layout.
- 52% of respondents support adding a secondary access road; 32% opposed it, and 16% indicated they need more information.
- 65% of respondents are supportive of 2,300 dwelling units in the plan. About 20% support 3,450 units, while 13.5% support a higher density of 4,000 units.

- 66% of respondents believe the plan should maintain the 920 affordable dwelling units (Very low- and Low-income categories) designated in the City's Housing Element.
- A majority of the respondents were primarily unsupportive of reducing open space/park space for more housing.
- Over 315 open-ended comments were submitted, covering a wide range of topics including strong support of affordable housing, concerns about increased traffic, and importance of preserving open space.

Considerations for the Preferred Land Use Plan

The land use concepts analysis—including financial feasibility findings—identifies several considerations to inform the development of a preferred land use plan:

1. Ensuring Financial Viability

A sufficient number of market-rate housing units will be necessary to generate revenue to fund critical project components, including demolition, infrastructure, open space improvements, and the preparation of sites for DDS and affordable housing.

2. Balance Land Use Components

The preferred plan will need to strike an appropriate balance between affordable housing, market-rate housing, and open space to meet community goals, financial feasibility, and State expectations.

3. Support the Delivery of Affordable Housing

If there is a desire to increase the likelihood and shorten the time frame for developing affordable housing, a sufficient number of market rate units are needed to help pay the cost of structured parking.

4. Plan for Long-Term Flexibility

Incorporating residual land value into the planning approach will help maintain project feasibility in the face of potential changes in economic and market conditions over the anticipated 10- to 18-year buildout period.

RECOMMENDATIONS FOR THE PREFERRED LAND USE PLAN:

The land use concept analysis and the financial feasibility findings, staff recommends the following key elements and considerations for the preferred land use plan:

1. *Residential Development range from 3,600-3,800 units*

This range strikes a balance between market feasibility and achieving City and State housing goals. It also provides flexibility for detailed site planning, phasing, and housing mix adjustments as the project progresses.

2. *Circulation Network: Grand Promenade*

The plan includes a central Grand Promenade that has received strong community support. It should serve as the site's primary spine, enhancing connectivity, reinforcing a sense of place, and promoting walkability across the development.

3. *Open Space: Minimum Publicly Accessible Open space of 10-12 acres*

A defined amount of minimum publicly accessible open space is essential to ensure a high quality of life, meet local and State parkland standards, and provide accessible recreational opportunities for future residents and visitors. In addition, staff will look at including incentives into the Specific Plan that will further encourage the provision of publicly accessible open space.

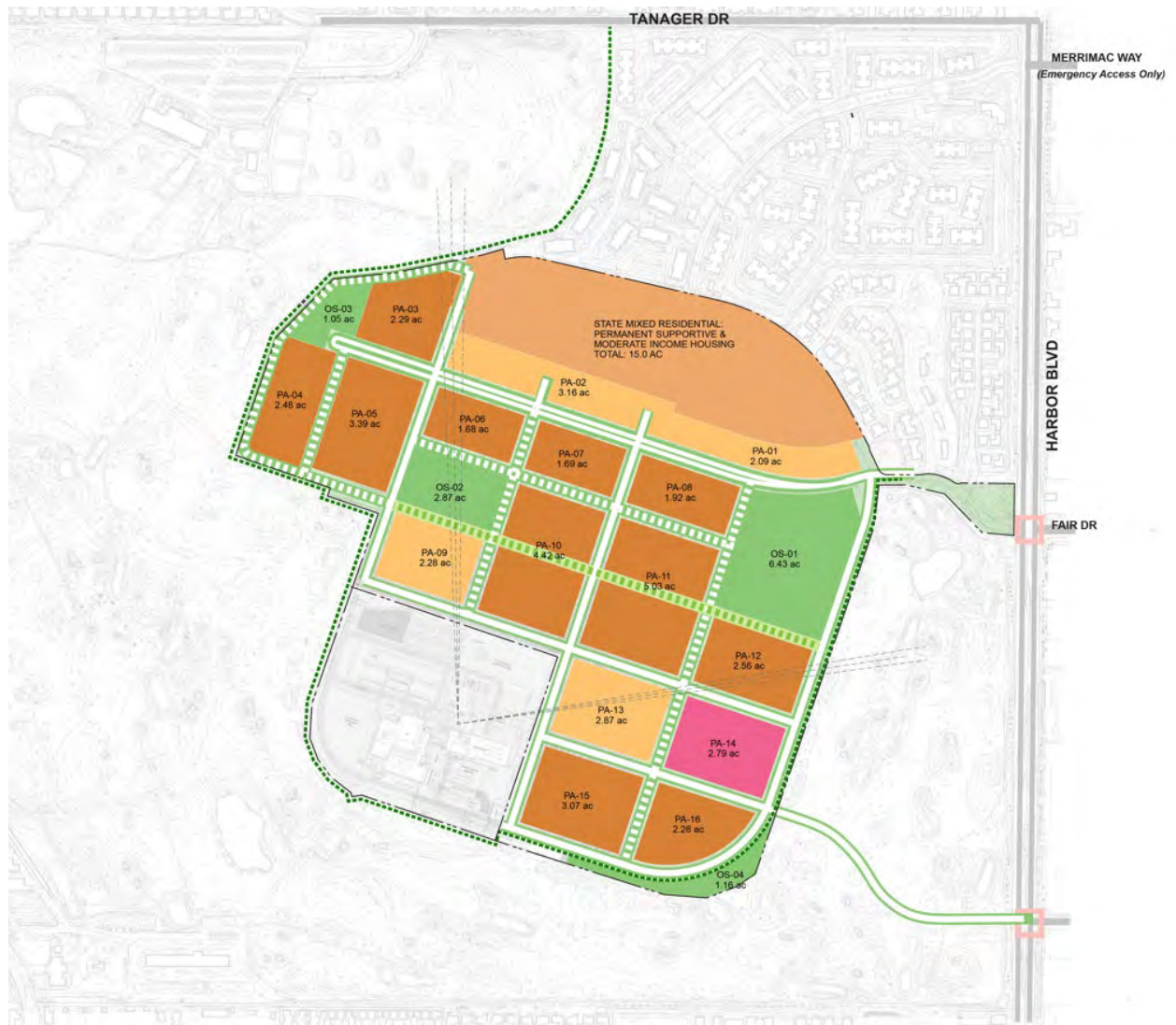
4. *Specific Plan Land Use Plan and Development Standards: Built-in flexibility for future Master Developer with certainty for the community*

The Specific Plan should be designed with flexibility to accommodate changing market conditions and evolving housing products, while not compromising on community decisions and certainty around the plan. This includes adaptable land use designations (including a maximum of 35,000 square feet of commercial and/or retail space) and phasing strategies while maintaining the plan's core principles and community objectives.

5. *Working Draft FDC Preferred Land Use Concept Map*

Figure 3 illustrates the working draft preferred plan that incorporates the staff recommendations outlined in this section. The draft plan can accommodate a maximum unit range of 3,600-3,800 units, a grand boulevard, minimum open space of at least 10 acres and pedestrian trails and a street network that can accommodate all modes of transportation (vehicles, bicycle lanes and pedestrian routes), including a secondary access route from Harbor Boulevard. The draft plan also maintains flexibility to be memorialized into the Specific Plan to accommodate changing market conditions, evolving housing products and a range of potential housing developers depending on the State's disposition process.

Figure 3: Working Draft FDC Preferred Land Use Concept Map



GENERAL PLAN CONFORMANCE:

The City's 2021-2029 Housing Element identifies the site as a Housing Opportunity Site and allocates 2,300 residential units, with 40% of those units expected to be affordable to very low- and low-income households. To implement this vision, a General Plan Amendment will be required to reconcile the current MUC land use designation with the housing capacity and policy direction in the Housing Element. The Fairview Developmental Center Specific Plan will serve as the guiding planning document to implement these goals and provide a comprehensive framework for future development.

Specific Plan, General Plan Amendment and Environmental Review Process

The Fairview Developmental Center Specific Plan is being prepared to establish detailed land use designations, development standards, infrastructure improvements, and design guidelines for the site. A Specific Plan is a planning tool authorized under California Government Code Sections 65450-65457 that allows cities to implement General Plan policies within a defined area. Once adopted, the Specific Plan will govern all future development proposals for the site, and any development must conform to its requirements.

Following Planning Commission and City Council input on the land use concepts presented in this report, staff will begin drafting the Specific Plan, along with the associated General Plan Amendment. While the City Council will not take formal action or select a final land use concept at this stage, their input—along with feedback from the Planning Commission and community—will help inform a preferred land use plan and define the scope of the environmental review pursuant to the California Environmental Quality Act (CEQA).

Once the project description and land use plan is refined, a Notice of Preparation (NOP) will be issued to initiate the CEQA process. A Scoping Meeting will be held to gather public input on the scope of the Draft Environmental Impact Report (DEIR), which will be prepared and circulated for public review. The Specific Plan, General Plan Amendments, and DEIR will be prepared concurrently over the course of several months. The Planning Commission and City Council will consider these documents during future public hearings. Additional community meetings will also be held to share the draft plan and gather further input prior to formal consideration.

PUBLIC NOTICE:

There is no public notice requirement for the Planning Commission Fairview Developmental Center Specific Plan Study Session. However, to encourage public engagement, the City provided the following informal outreach:

- The date and time of the study session were posted on the project website.
- Information about the study session was shared via the City's social media channels and distributed to the project email list.

NEXT STEPS:

The redevelopment of the Fairview Developmental Center offers a unique opportunity to transform an underutilized site into a vibrant, mixed-use community that reflects the City's goals for sustainability, open space, and active transportation.

The Planning Commission's feedback is a critical step in shaping the vision and structure of the Specific Plan.

Staff will present a summary of the Planning Commission's input, including a refined preferred land use along, draft project description, draft vision statement, draft guiding principles and any additional information requested, back to the Planning Commission at their June 9, 2025, meeting for further review and a formal recommendation of the Preferred Plan to the City Council. Following this meeting, the City Council will consider the aforementioned materials, along with the Planning Commission's recommendation and to provide direction on the preferred plan use project, project description, vision statement and guiding principles at their July 15, 2025, meeting.

Following input from the City Council, staff will proceed with the environmental review process. A Notice of Preparation (NOP) will be issued to initiate the environmental review, leading to the preparation of a Draft Environmental Impact Report (DEIR). Concurrently, staff will continue to develop proposed Specific Plan policies, development standards, and objective design guidelines. An outreach event will be held to present the proposed plan and DEIR to the community for feedback. A follow-up study session with the Planning Commission and City Council will be held on the draft Specific Plan, with additional opportunity for discussion and refinement. Upon completion of the DEIR public review period, the City will initiate the formal public hearing process to consider adoption of the Specific Plan and associated project approvals. In addition, following completion of the DEIR public review period, DGS anticipates release a request for proposals for a Master Developer.

ATTACHMENTS:

1. State Factors
2. Department of Developmental Services (DDS) June 28, 2024 Letter
3. Land Use Concepts for Survey
4. Land Use Concepts Survey
5. Survey Results
6. Financial Feasibility Analysis



PLANNING COMMISSION AGENDA REPORT

MEETING DATE: June 23, 2025

ITEM NUMBER: OB-1

SUBJECT: FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN LAND USE PLAN - REVIEW AND RECOMMENDATION

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

PRESENTATION BY: ANNA MCGILL, PLANNING & SUSTAINABILITY DEVELOPMENT MANAGER, KAREN GULLEY, PLACEWORKS, SUZANNE SCHWAB, PLACEWORKS, STEVE GUNNELLS, PLACEWORKS

**FOR FURTHER INFORMATION CONTACT: ANNA MCGILL
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ANNA.MCGILL@COSTAMESACA.GOV**

RECOMMENDATION:

Staff recommends that the Planning Commission receive the staff presentation and provide feedback on community variables and plan components that will shape the land use plan for the Fairview Developmental Center (FDC) Specific Plan.

APPLICANT OR AUTHORIZED AGENT:

City of Costa Mesa

BACKGROUND:

City and State Roles in the FDC Specific Plan Process

The 115-acre FDC site located at 2501 Harbor Boulevard in the City of Costa Mesa includes several interested entities, uses and state legislation. These factors create an opportunity for a planning process to guide the future redevelopment of the land. Extensive early coordination between the City and the State has resulted in this planning process being a collaboration. This section of the staff report outlines the state legislation that dictates the overall planning process and describes the City's and State entities' roles in guiding the development of the FDC site.

In June 2022, the State Legislature through Senate Bill (SB) 188 approved Government Code Section 14670.31, which provides a framework for the reuse of the FDC property. The legislation codifies a partnership between the Department of General Services (DGS), the Department of Developmental Services (DDS), and the City of Costa Mesa, with defined roles for each entity.

To support this effort, the State allocated \$3.5 million in State funding to the City to develop a Specific Plan, conduct necessary studies, and manage a community-based planning process. The Legislature's intent is for the redevelopment of the FDC site to prioritize affordable housing to the greatest extent feasible, including a minimum of 200 units of permanent supportive housing, open space, and housing for individuals with developmental disabilities. The City will create a Specific Plan for the FDC site that implements the provisions of Government Code Section 14670.31.

Agreement: The City and the State executed an agreement in December 2022 consistent with SB 188. The agreement envisioned that the City's planning work for FDC would be completed by December 2025 and include the following deliverables:

- Robust Community Engagement Strategy (and implementation thereof);
- Comprehensive Conditions Report on the property and its setting;
- Economic Market Demand Report;
- Water Supply Assessment and coordination among Water Agencies;
- Project Conceptual Alternatives & a Preferred Plan Framework;
- Draft Specific Plan with Implementation Strategies;
- Public Draft Initial Study and Notice of Preparation, if required;
- Public Draft Environmental Impact Report;
- Draft Final Environmental Impact Report and Mitigation Monitoring and Reporting Program;
- Final Draft Specific Plan and Environmental Impact Report; and
- Public hearings for EIR certification and Specific Plan adoption, including any General Plan and Zoning amendments identified as necessary for consistency.

As outlined in the agreement between the City and State, the final development plan must align with both the City's adopted vision and the State's interests. While the site is owned and controlled by the State (DGS), the agreement outlines the City's responsibilities for leading the land use planning process.

City's Role: The regulatory framework for this planning process includes preparation of a Specific Plan, identifying and defining public benefits, amending the General Plan, updating the zoning regulations, and conducting the environmental review in accordance with the California Environmental Quality Act (CEQA). Although the City does not own the land, the City maintains zoning authority over the land. This is same authority by which the City regulates all land that is not public right-of-way (streets, etc). In the case of FDC, the City has benefit of a working relationship with the State and

understands the State intentions on securing a private master developer (as opposed to the State itself) to develop the site.

One unique element of the agreement requires the City to conduct an analysis to help determine project scenarios that will be financially feasible for a future master developer. Preparation of financial feasibility analyses is typically undertaken by the property owner or a developer to assess realistic development scenarios to pursue. This information, while used by developers to decide whether to pursue a project, is often not known to a jurisdiction (city or county) during planning efforts. In the case of FDC, the City benefits from understanding the financial feasibility analysis, which identifies the range for reasonable expected development. This information is also needed by DGS to inform their disposition process and select a master developer.

State's (DGS) Role: The State DGS, acting as the property owner, will lead the property disposition process, which will include either sale or lease of the land to a master developer, for the purposes of pursuing one or more projects in compliance with the City's Specific Plan. As part of this process, the State will release a Request for Proposals (RFP) and select a master developer with a proposal that most closely reflects State and City goals and regulations for the site. DGS has expressed that they will likely start the disposition process and release the RFP after the Draft Environmental Impact Report (EIR) public review period is complete. This ensures that the State's disposition process can include with a clearly defined scope of development, Specific Plan regulations, and a detailed understanding of the environmental impacts associated with the site. Note that any project proposal would be processed through the applicable application types identified in the Specific Plan.

State (DDS) Role: DDS is the second state agency that has an active role in the FDC site planning process. DDS provides a wide variety of development disability services to Californians, which can include projects that build additional affordable and/or supportive housing. In accordance with SB 82, and demonstrated in the three developed land use concepts, DDS will retain 15 acres for housing that will be developed in a manner similar to the Harbor Village Apartments. DDS anticipates developing up to 480 residential units adjacent to the existing Harbor Village Apartments, with 20% of the units dedicated to individuals with developmental disabilities, like the Harbor Village model. Any units constructed by DDS as part of the FDC site will count towards the City's fulfilling its Regional Housing Needs Allocation (RHNA) obligation. This 15-acre portion of the property will be included in the Specific Plan area and studied under the EIR. DDS has committed to developing their portion of the site in accordance with the City's Specific Plan, and continue to meet and collaborate with the City to ensure that the Specific Plan's land use policies support the State's DDS housing goals and interests.

State's Role in Emergency Operations Center (EOC): DGS is also overseeing and responsible for the construction of the Emergency Operations Center (EOC).

Additional information is available online at: <https://buildcaloessreoc.turnersocal.com/>. The May 27, 2025, staff report included additional information on decisions made between the City and State regarding this project, including the revised alignment of Shelley Circle and the identified location of the EOC community tower, which will impose height restrictions located directly north and east of the EOC site. These decisions will be reflected and memorialized in the Specific Plan.

City and State Coordination: The City and State entities (DGS, EOC development team and DDS) hold bi-weekly coordination meetings to discuss the progress of the Specific Plan, EOC project, anticipated DDS housing and DGS disposition process. These continued meetings are critical in ensuring shared information, goals, and interests as they relate to the overall FDC site.

Community Outreach and Input

The City launched the community outreach component of the FDC Specific Plan process in 2023. The goal was to optimize public participation and encourage public input on the plan development. Many comments on the types and amount of housing, on the internal circulation and connectivity to the surrounding community, and parks and opens spaces were gathered and summarized. Outreach events have included in-person and virtual workshops, pop-up events, and study sessions. Materials for all workshop and pop-up events were provided in both English and Spanish, with Spanish interpreters available to assist attendees as needed. For in-person meetings, the City's Parks and Community Services Department provided activities and childcare resources to enable parents to attend and more fully engage in the outreach process.

Workshop 1: The first workshop, which consisted of three workshop meetings, conducted in November 2023, focused on idea generation for the ingredients of great neighborhood which was used to inform a draft vision statement and set of guiding principles. The summary of the input received is available on the FDC website, through this link: https://fdcplan.com/wp-content/uploads/2023/11/Workshop-1_Summary_DRAFT_Revised_11.28.23.pdf

Workshop 2: The second workshop was conducted in January 2024, consisting of three workshop meetings, and focused on the draft Vision and Guiding Principles, based on the feedback from the first workshop series. The summary of the input received is available on the FDC website, through this link: https://fdcplan.com/wp-content/uploads/Workshop-2_Summary_FINAL.pdf

Workshop 3: Held across 3 workshop meetings in February and March 2024, the third workshop series provided an open house format which gave the community opportunity to walk through various stations and learn more about a variety of topics

related to the FDC Specific Plan. The summary of the input received is available on the FDC website, through this link: https://fdcplan.com/wp-content/uploads/Open-House-3_Summary_English.pdf

The first three workshop series were advertised across a range of media and print forms (detailed on each workshop summary) and documented input from 419 attendees.

Workshop 4: The input received on the first three workshops was used to inform and shape the three Project Conceptual Alternatives, which incorporated key community features identified by the public. Held across three workshop meetings in July and August, 2024, the fourth workshop focused on the draft Land Use Concepts. The summary of the input received is available on the FDC website, through this link: https://fdcplan.com/wp-content/uploads/Open-House-4_Summary_ENGLISH.pdf

Throughout the fourth workshop outreach events, the City received 719 survey responses, along with 10 emails and 8 comment cards. A summary of the input received on the land use concepts was included as an attachment in the May 27, 2025, staff report.

Financial Feasibility Recap

As required by the agreement with the State, the City oversaw preparation of a Financial Feasibility Analysis ("Analysis") for the FDC site, using three land use concepts as test cases. The three land use concepts included different unit counts, at 2,300 units, 3,450 units, and 4,000 units, along with land use components identified during public outreach. Incorporating market demand and pricing, the Analysis provides a detailed summary of the development cost at the FDC site – excluding the cost that affordable housing developers will pay to build and operate their projects. The analysis also includes project-wide infrastructure costs—demolition, roads, water, and sewer, along with public safety and open space needs for the level of development. Feasibility alternatives (i.e., changes in the assumptions for each land use concept that would make each concept more feasible) were included to identify adjustments that could make the overall project financially feasible. The Analysis was provided as an attachment to the May 27, 2025, staff report.

Financial feasibility analyses are prepared and analyzed from the perspective of potential developers and ask the question: do the concepts provide for a sufficient number of market rate housing units to offset the costs to support the affordable housing, the DDS housing, and other amenities, such as public safety and parks and recreation facilities. It can be used to predict the potential feasibility of a project with the most accurate information at hand at the time the analysis is conducted. While these analyses try to anticipate future market trends, unforeseen trends or market factors could adjust identified feasibility when the master developer is ready to

construct. The Analysis is a 'snapshot' of the current market and its considerations. For FDC, the Analysis evaluated the three concepts to determine how and whether a developer could redevelop the site and achieve an industry standard internal rate of return for project feasibility (15%).

In evaluating the three land use concepts, this analysis estimates the cost to develop several land use concepts along with an Internal Rate of Return (IRR). The industry standard deems 15% to be the minimum return that outside investors expect to invest equity in a development project. The table below is a summary of the results of the financial feasibility analysis:

Table 1: Total Cash Flow and Annual Internal Rate of Return

	Concept 1	Concept 2	Concept 3
Cash Flow Sums with Financing and Cost/Revenue Escalation			
Total Cash Inflow	\$810,300,000	\$2,148,000,000	\$2,905,000,000
Total Cash Outflow	-\$962,700,000	-\$1,779,000,000	-\$2,235,000,000
Total Net Cash Flow	-\$152,360,000	\$369,100,000	\$669,8900,000
Financial Feasibility Metrics			
Annual Internal Rate of Return (IRR)	-20%	14.6%	16.7%
Feasibility Surplus/(Gap)	(\$233,000,000)	(\$5,020,000)	\$26,700,000

Note: The total cash inflow and outflow is a simple sum of the monthly estimates. The data are not discounted and thus do not reflect the time value of money. However, the IRR does account for the timing of inflows versus out-flows.

Based on the analysis above, Concept 1 would cost more to develop than it would generate in income. This concept would need additional subsidy of over \$233 million to be feasible at a 15.0 percent IRR. Absent a subsidy, it is highly unlikely that this development scenario would come to fruition. Concept 2, which showing slightly less than the industry standard IRR of 15% would still be considered financially feasible as it is anticipated a developer could make minor adjustments to their own pro forma or to the project to bring it to the 15% rate that would make the project viable. Finally, Concept 3 is financially feasible, with an IRR of 16.7%.

While normally unavailable to the City as part of a Specific Plan development process, the Financial Feasibility Analysis results are significant in that they provide an indication of what a master developer is likely to propose on the FDC site as the range of units. This allows the City to more clearly forecast estimated population growth and needs, along with infrastructure and public service needs to support development at the FDC site. The Analysis points to the reasonable expected development level to more clearly reflect Concept 3 than Concept 1. To achieve an

IRR at the industry standard of 15%, it is estimated that the unit range could be approximately 3,600 to 3,800 units.

To prepare a viable Specific Plan and conduct environmental review under CEQA, the City is responsible for evaluating a land use concept that is both physically and financially viable and reasonably expected. The City can then ensure a Specific Plan that achieves a balance of community desires and key public benefits-such as affordable housing, open space, and community amenities- as well as plan elements that are reasonably expected to be seen as part of a future project proposal based on feasibility.

In accordance with the FDC project agreement, the process has now progressed to the Preferred Plan Framework. This process entails Planning Commission input on components to include on a Preferred Plan. These components are based on input received from the community survey and the Vision and Guiding Principles for the Specific Plan. Collectively, the Planning Commission and public input will provide a foundation for components of the Specific Plan.

Planning Commission Input: May 27, 2025, Study Session

Based on the Financial Feasibility Analysis of the land use concepts, staff presented a Study Session on the Preferred Plan Framework to the Planning Commission at a study session item on May 27, 2025. The session included a comprehensive presentation covering land use concepts, varying residential densities – including affordable housing–commercial uses, circulation networks, and open space planning. Commissioners also were provided with an overview of the community outreach and feedback, financial feasibility findings, and necessary site and infrastructure improvements. The purpose of the study session was to gather input from the Planning Commission to help refine the project description, shape the Preferred Plan Framework, and inform the scope of environmental review required under the CEQA. The May 27, 2025, FDC Study Session Staff Report and Materials are included as Attachment 1 to this report. Below is a high-level summary of comments and input received from the Planning Commission at this meeting:

a. Residential Development Range and Affordability Targets

A range of input was received on target residential development ranges for the Specific Plan, with some acknowledgement that the community voiced support to stay closer to the Housing Element target (2,300 units), some input to increase the target to what is financially feasible but not go beyond this point and some input to study the maximum density for the purposes of the EIR (4,000 units) and provide a target range that is financially feasible in the Specific Plan. A few Commissioners asked about a potential land swap concept (further discussed in other input received below) and the possibility of using City-owned land between Fair Drive and the

proposed secondary access road adjacent to Harbor Boulevard to provide additional housing and/or open space. There seemed to be consensus amongst the Commission to encourage meeting the Housing Element's target of 40% affordable units for the FDC site.

b. Development Pattern

The Commission requested additional information on the development patterns considered within the Specific plan, including permitted use types under each land use designation and some additional clarity about density, height, and other potential objective standards. Some Commissioners voiced support for including other community amenity type uses, such as a library or a community room. Some commented that the land use plan doesn't feel "unique" or like a neighborhood at this stage and would like some additional information to help visualize what the Specific Plan will entail.

c. Circulation Network

There was some input received on the grand promenade, mainly requesting more detail on the components within the promenade, including size and look of sidewalks, planting areas and the adjacent development patterns (i.e. mixed-use development, housing or any commercial component). The Planning Commission acknowledged that while the promenade was supported during public outreach, further refinement was needed to enhance its connectivity, reinforce sense of place and promote walkability across the development.

d. Open Space and Community Amenities

While there was no specific Planning Commission direction on the minimum open space desired, they did support open space overall and questioned how the Specific Plan can incorporate the City's General Plan open space goals citywide and for the FDC site. While the staff recommended minimum open space for the Specific Plan that is lower than the Citywide or FDC specific goals in the General Plan, the amount suggested assumed that these goals would be met through dedication of land, the cost of improvements to the land and additional park impact fees that the master developer would pay in accordance with the City's Local Park Ordinance. The components for meeting the open space requirements will be further discussed in the analysis of the staff report. Finally, staff received input regarding the commercial components of the plan and heard support for distribution of commercial space within the Specific Plan, as well as options for both mixed use configurations and standalone retail configurations.

e. Other Input Received

Additional input from the Planning Commission was received and is summarized below:

- Land Swap concept: Some commissioners queried the DDS letter dated June 28, 2024, included in the staff materials, and asked if there was still an opportunity to explore a land swap concept as part of the project. At the meeting, staff explained that this concept was further discussed with the Department of General Services (DGS), who did not express interest at the time in pursuing the concept. However, if a consensus is received amongst both the Planning Commission and City Council to continue to explore this option, staff will continue to engage in discussions with the state and assembly members about its viability as an option and the potential steps (including the current deed restrictions on the use of the golf course land and potential legislation needed) to consider a land swap option. One additional consideration is that the golf course areas outside the FDC site were not included as part of the City's Measure K process, which means a major land use designation change would require a vote of the people.
- Further community outreach: some Commissioners expressed concerns over the results of the community survey conducted when compared to the viable land use options under the financial feasibility analysis and suggested slowing down the process and conducting additional community outreach.

DISCUSSION AND ANALYSIS:

Recommendations for the Vision Statement and Guiding Principles

The Planning Commission requested a summary of the vision statement and guideline principles to evaluate conceptual land use plan framework. The draft vision statement and guiding principles have been included as Attachment 2.

A vision statement is an aspirational description of the desired future for a specific area. It reflects the community's long-term goals and values and serves as a foundation for land use decisions, physical development, and policy direction. In a Specific Plan, the vision ensures that future growth aligns with local priorities while supporting broader city and state goals such as housing production, sustainability, and livability. Guiding principles are the core values that support the vision. They provide a decision-making framework and help shape the plan's development by emphasizing priorities like connectivity, inclusivity, adaptability, and economic vitality.

For the Fairview Developmental Center (FDC) Specific Plan, the vision guides the planning process and unifies input from stakeholders and the community. Feedback from outreach events (Workshops 1 and 2) and study sessions informed the draft vision and guiding principles, which reflect both community perspectives and

broader planning goals. These drafts will continue to evolve and will be included in the final Specific Plan to guide future development of the site.

FDC Specific Plan and its Components

A Specific Plan is a tool used by jurisdictions to implement the General Plan in a defined area within the City. The required content is established by Sections 65450 – 65457 of the California Government Code. A Specific Plan incorporates the elements of the community vision into a Preferred Land Use Plan, and planning control, detailed standards and design direction that may supplement and/or differ from a City's traditional zoning regulations. In addition to establishing a land use plan and development regulations, a Specific Plan must also provide conceptual plans for circulation and infrastructure improvements needed to support the intended land uses. It must also address the phasing of development, financing, and how development applications will be processed.

The City's responsibility and due diligence is to create a specific plan for the FDC site that ensures that future development provides all required infrastructure, public services, open space, public safety services, and appropriate development impact fees to fund services that cannot be constructed. Because specific plans, unlike the zoning ordinance, govern a defined geographic area, jurisdictions will establish a scope of development that is anticipated to evaluate infrastructure and land use needs. Understanding the needs guides the development requirements that are included in the specific plan. As such, it is important for a jurisdiction to identify the most realistically expectable level of development to ensure adequate requirements are in place to support that development and broader public needs.

The FDC Specific Plan will be the basis for all future development applications on the site. The developer(s) selected by the State will be required to comply with the adopted Specific Plan, but could utilize other permitted housing state legislation, including State Density Bonus Law (SDBL) provisions, as part of their entitlement requests and application to the City.

Key Chapters and Components of a Specific Plan will typically include existing conditions, visions and guiding principles, the main components of the plan and administration and implementation requirements for how future projects under the project will be processed. Specific Plans typically include the following Chapters:

- Introduction
- Existing Conditions and History of the FDC Site
- Vision and Guiding Principles
- The Plan

- o Land Use Plan (including permitted uses under each land use category such as housing/affordable housing, commercial, community amenities, etc.)
- o Mobility and Circulation (including roadway and network layout, street sections, bicycle, and pedestrian path and access requirements, etc.)
- o Open Space (including minimum required open space, types of open space permitted and possible locations for open space, recreational amenities, dedications, fees to be paid, construction and maintenance responsibilities)
- o Infrastructure (including infrastructure requirements for the plan such as water, storm drain, sewer and drain utilities)
- o Public Services (including additional requirements for public services such as police and fire facilities, as well as drainage to accommodate the need of additional residents and services)
- Administration and Implementation

More detailed examples of the components of the Specific Plan, including some visual representations of possible requirements, will be included in the staff presentation. While the Specific Plan will include clear standards to ensure that infrastructure and public needs are accommodated, it will also include flexibility to accommodate factors such as evolving housing products. The City's goal is to ensure that development at the FDC site implements community infrastructure and public needs that are met by a developer as they pursue a reasonably expected development plan. To facilitate the City's housing goals, the Specific Plan is not intended to predict development scenarios or overly dictate requirements.

The FDC Specific Plan will serve as the regulatory and policy document guiding the site's transformation over time. It will also support the State's future solicitation of a Master Developer to implement the vision in alignment with the City's goals and community input. Therefore, the overall goal of the project description is to set maximum development parameters that can be studied and can anticipate possible environmental impacts. This process ensures transparency for the public and will help the master developer with a transparent and efficient entitlement process for future City review.

DEVELOPMENT OF THE PREFERRED LAND USE PLAN:

Following community input and financial feasibility analysis, the City's planning effort contemplated the development of land use alternatives and from those alternatives, a

preferred land use plan. Staff is requesting that the Planning Commission provide guidance about components that should be included in a preferred land use plan.

To assist in the Planning Commission efforts and public input, the consultant team developed potential land use alternatives as starting points for discussion. The goal in developing these alternatives was to incorporate components of the studied land use concepts that were desired by the community as well as incorporate aspects of good planning design with consideration of the results of the financial feasibility analysis.

These alternatives, shown below, were vetted, and discussed with City staff across multiple divisions/departments and used to formulate the preferred land use plan that was shown to the Planning Commission at the May 27, 2025, hearing. All land use plans considered can accommodate the staff recommended components of the preferred plan that was shared with the Planning Commission at the last study session (housing target range, minimum amount of open space dispersed through the site, commercial space, grand promenade, and flexibility for a future master developer).

All alternatives are within a development unit range that is considered reasonably expected, based on the financial feasibility analysis. Staff recommends setting a minimum residential development of 2,300 units and a maximum residential development of between 3,600-3,800 units (i.e., the Planning Commission would recommend a number within this range to set as the maximum). The minimum residential development is to ensure that the FDC Specific Plan meets the affordability goals that were outlined in the City's adopted Housing Element.

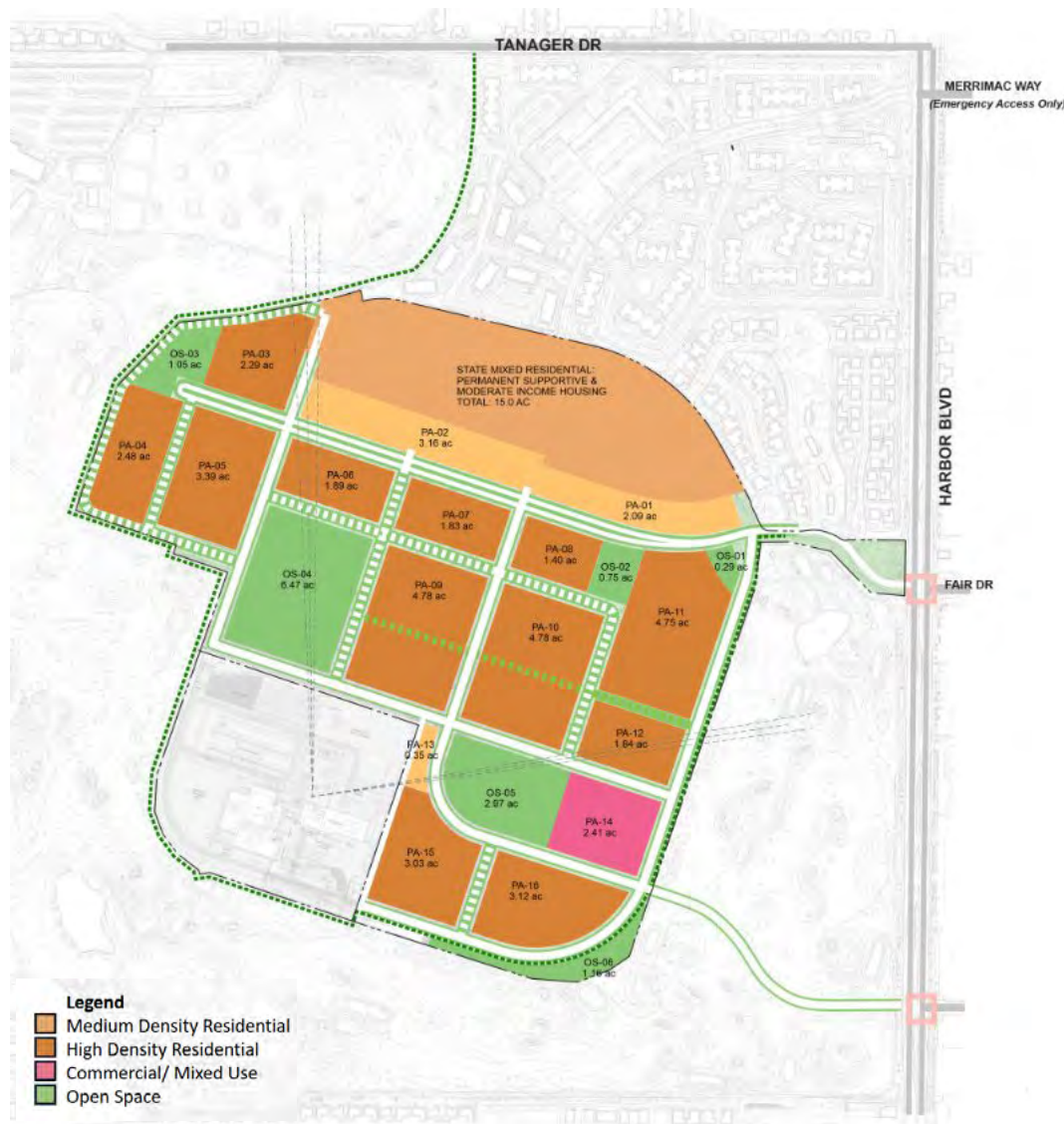
State Density Bonus Law now allows additional density on all housing development projects that provide a certain level of affordable housing. Density bonuses can range from 5% to 80% of the number of base units. For example, a development with 100 base units can earn up to an 80% density bonus (180 units) if all the units are affordable (very-low, low, or moderate-income levels). In another example, a development with 100 units base units can earn up to a 50% bonus (150 units) if 40% of the units are restricted to a very-low income level.

The reason for a maximum number is to accommodate for the reasonable expectation that a master developer will pursue a financially feasible development scenario. This ensures that the City studies all developmentally feasible options and ensures that future projects meet the Specific Plan and adequately fulfill infrastructure and public service requirements to support the approximate level of development. These recommendations seek to strike a balance between the City planning for the reasonably expectable range of development, achieving City and State housing goals, and ensuring that development "pays its way."

Considered Land Use Plan Alternative 1

The first considered land use plan included dispersed open space, with large portions strategically placed within the communication tower height limitation area. The plan also included lower density development along the proposed promenade and a curved secondary road, though this feature was not preferred due to restricted turning radius for larger vehicles and that it created awkward shaped parcels that may be difficult to develop. Finally, commercial was placed near the secondary access to minimize neighborhood traffic and convenience, placed adjacent to open space to create opportunities for outdoor dining and other indoor/outdoor retail opportunities.

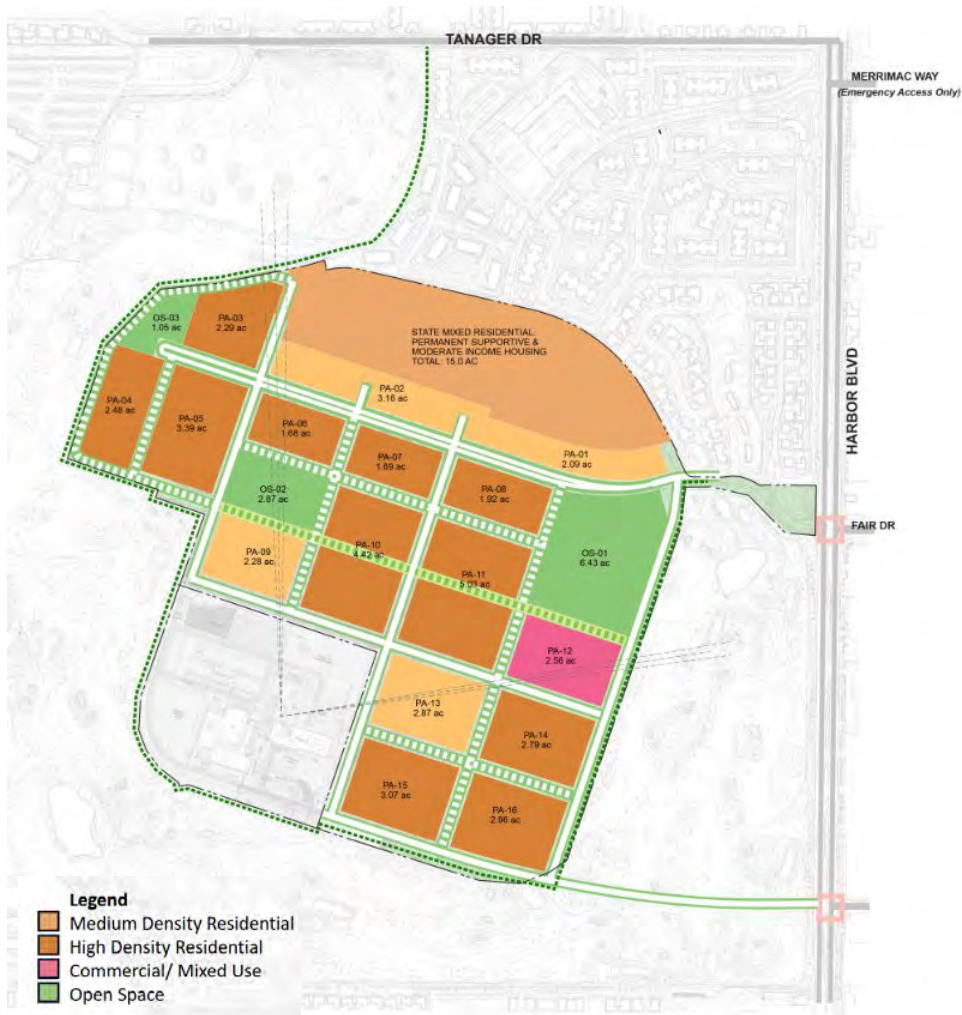
Figure 1: Considered Land Use Concept Map 1



Considered Land Use Plan Alternative 2

The second considered land use plan incorporated open space near Fair Drive to minimize traffic into the community and provide open space adjacent to the golf course. The plan also incorporated lower density development along the promenade and near the EOC site due to the communication tower height limitations. The secondary access road coming into the bottom of the Specific Plan was considered, but ultimately rejected as it did not meet EOC requirements.

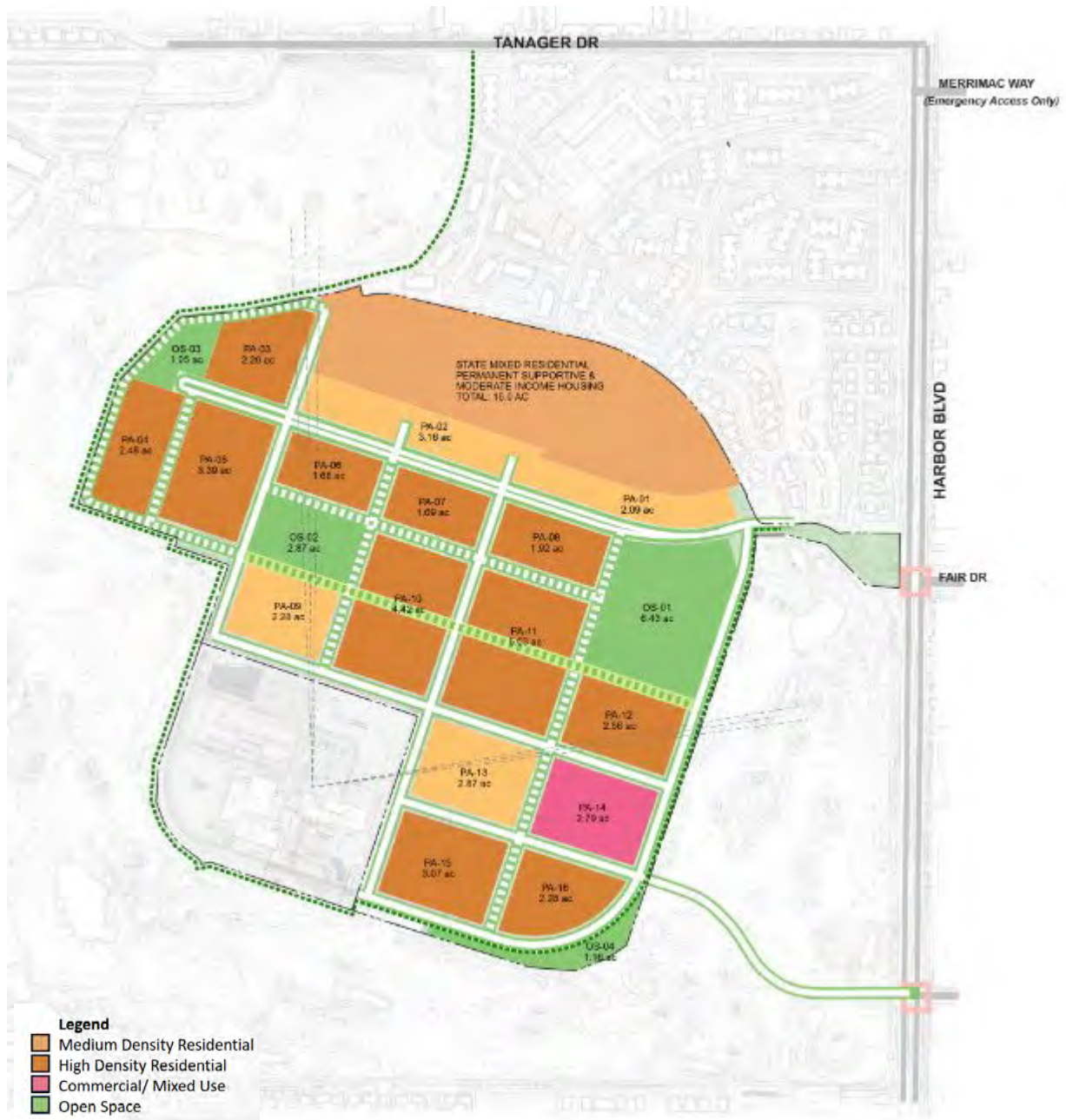
Figure 2: Considered Land Use Concept Map 2



Considered Land Use Plan Alternative 3

Considered Land Use Plan 3 included the same open space near Fair Drive and lower density development along the promenade and adjacent to the EOC site. The plan adjusted the secondary access road to meet EOC requirements and adjacent to commercial space to accommodate convenient access and minimize neighborhood traffic. This considered land use concept most closely reflects the staff recommendation preferred land use plan that was shown to the Planning Commission at the May 27th Study Session.

Figure 3: Considered Land Use Concept Map 3



During the May 27th Study Session, the commission and public requested additional information on the Specific Plan process, which has been provided above and will be included in a more detailed visual form in the staff presentation. The land use plan is intended to be more high-level, with designated land use type and key components of the plan. The land use map identifies potential areas for housing development but does not describe the maximum density or height at these locations, allowing flexibility for the master developer as part of the entitlement process. The Specific Plan will then evolve this land use plan further with additional details, requirements, and considerations. As part of the City's obligation to plan the FDC site to accommodate a reasonably expected level of development, staff has reached a critical point in the project to complete an initial draft the Specific Plan based on the received input. It could also be seen as a study plan that can continue to be refined once a draft Specific Plan is available for review but will be used to study the environmental impacts under CEQA before a final draft Specific Plan is realized. As mentioned above, not accounting for a reasonably expected level of development will result in the City inadequately planning for the infrastructure and public service requirements to support the development.

Key considerations for a preferred land use plan were included in the May 27 staff report including balancing land use components, supporting delivery of affordable housing, ensuring financial viability, and planning for long-term flexibility. Based on the feedback received from the Planning Commission, staff have made certain revision to the key elements below for continued Planning Commission considerations on the working draft preferred land use plan, as outlined below:

1. *Residential Development range*

Based on the input from the Planning Commission and public, as well as the need to adequately plan for a realistic development scenario, the Planning Commission could consider setting a minimum residential development of 2,300 units and a maximum residential development of between 3,600-3,800 units (i.e., the Planning Commission could recommend a number within this range to set as the maximum).

2. *Circulation Network: Grand Promenade*

The revised land use concept map still includes a Grand Promenade or grand entryway to create an identity for this project. This idea has received strong community support. Staff has provided some additional illustrations to further identify the types of uses that would be encouraged and allowed along the promenade including commercial uses, housing, mixed use development, open space, widened sidewalks and bicycle lanes (including in the illustrations

provided within Attachment 3). Additionally, Attachment 4 provides street cross sections for the potential Grand Promenade, as well as other internal roadway configurations being considered for the Specific Plan. The promenade is intended to serve as the site's primary spine, enhancing connectivity, reinforcing a sense of place, and promoting walkability across the development.

3. *Open Space: 12 acres (minimum) of Publicly Accessible Open Space*

While staff originally proposed a minimum open space of 10-12 acres, the staff propose consideration of a minimum of 12 acres based on input from the commission and the community. While this minimum does not meet the current General Plan policies for the City and FDC site, the developer would provide a combination of land, improvements to the parks and trails, and park impact fees consistent with the City's Local Park Ordinance. A defined minimum amount of publicly accessible open space sets the minimum parameter to meet local and State parkland standards and provide accessible recreational opportunities for future residents and visitors. In addition, staff will consider including incentives in the Specific Plan that will further encourage the provision of publicly accessible open space beyond the minimum requirement.

4. *Specific Plan Land Use Plan and Development Standards: Built-in flexibility for future Master Developer with certainty for the community*

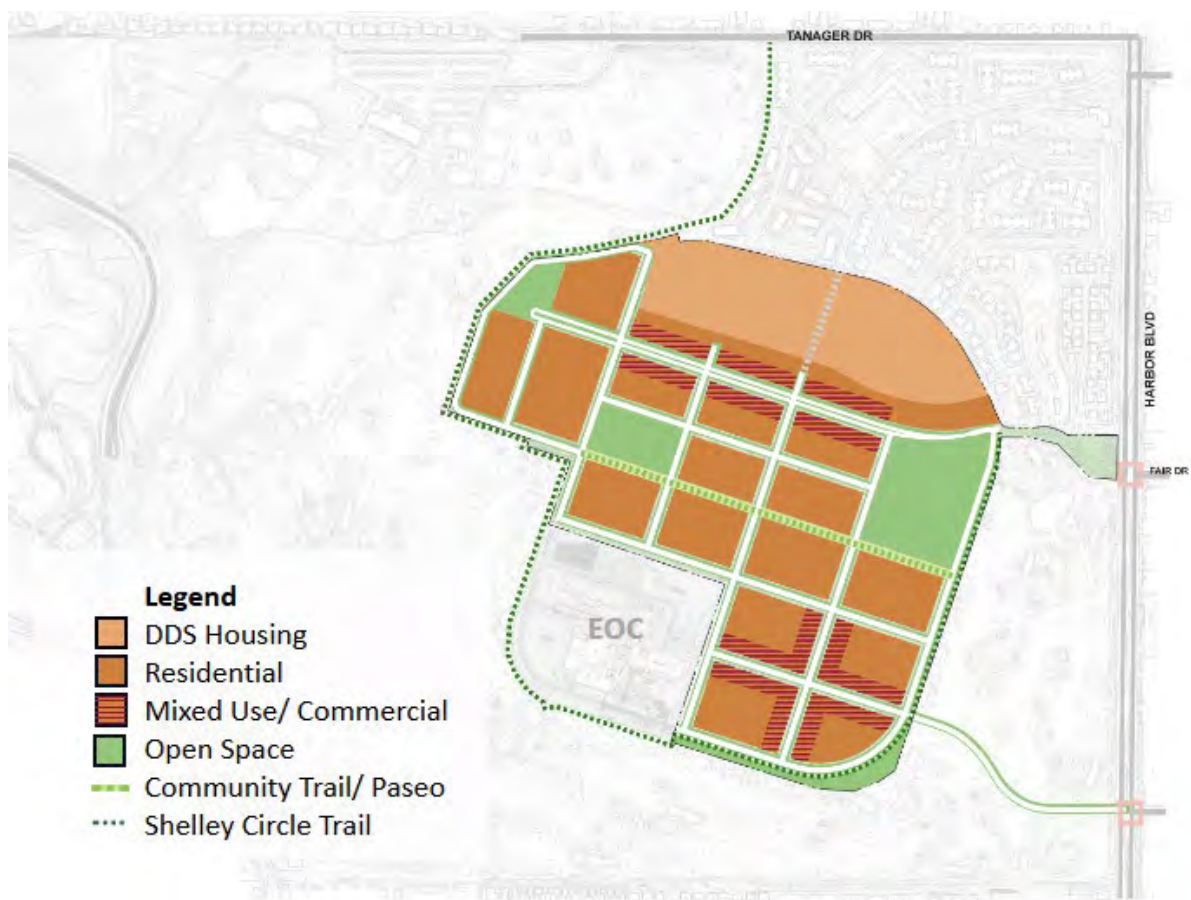
The Specific Plan should be designed to ensure that infrastructure and public services associated with development of the FDC site are provided as part of future project. The Plan will also provide flexibility to accommodate evolving housing products, as the market conditions change over time while maintaining community input and certainty around the plan. This includes adaptable land use designations (including a minimum of 10,000 and a maximum of 35,000 square feet of commercial and/or retail space) and phasing strategies while maintaining the plan's core principles and community objectives. Staff also revised the land use map figure, to identify additional locations for potential commercial and mixed-use development, along the grand promenade and dispersed throughout the plan.

5. *Working Draft FDC Preferred Land Use Concept Map*

Figure 4 illustrates the revised working draft preferred plan that incorporates the input from the Planning Commission. It is included in the staff report to provide something for the Planning Commission to react to and continue to provide input on. The draft plan shown below could accommodate a minimum unit range of 2,300 units and a range of housing units (up to 4,000 units), a

grand promenade, minimum open space of at least 12 acres and pedestrian trails and a street network that can accommodate all modes of transportation (vehicles, bicycle lanes and pedestrian routes), including a secondary access route from Harbor Boulevard. Commercial and mixed-use configurations have been added to the land use map, distributed across the site, with some focus on potential options along the grand promenade and within the interior of the plan. The draft plan also maintains flexibility to be memorialized into the Specific Plan to accommodate changing market conditions, evolving housing products and a range of potential housing developers depending on the State's disposition process.

Figure 4: Working Draft FDC Preferred Land Use Concept Map



Project Description Considerations for CEQA

Public and Planning Commission/City Council input received over the course of the Specific Plan process, as well as input received on the draft preferred plan, will be used to shape and memorialize the requirements in the Specific Plan. It will also be used to set the thresholds and parameters for the project description that ultimately

gets studied under the Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA). This project description will be included in the Notice of Preparation (NOP) and used to initiate the environmental review, leading to the preparation of the Draft Environmental Impact Report (DEIR).

It is commonplace for the project description, as studied under CEQA, to include maximum development capacity and thresholds, so that the City can accurately study and anticipate all possible environmental impacts. One example of this is studying up to 4,000 units as part of the EIR, even though the Specific Plan may set a maximum residential unit threshold lower than this number (e.g. 3,600-3,800 units). The higher threshold is chosen for CEQA purposes because it was shown in land use concepts and is therefore reasonably assumed that a future application may propose up to that threshold. Studying this maximum threshold also ensures that the City accurately studies all potential environmental impacts and discloses them to the public. Another example of this threshold would be to study a maximum height threshold within the EIR project description, even though the Specific Plan may set different height maximums for varying parcels within the plan. Additionally, CEQA alternatives are used as a tool to study other potential scenarios under CEQA. Typically, these consist of a project alternative that would be seen to provide reduced environmental impacts (e.g., a smaller-scale or lower intensity project).

GENERAL PLAN CONFORMANCE:

The City's 2021-2029 Housing Element identifies the site as a Housing Opportunity Site and allocates 2,300 residential units, with 40% of those units expected to be affordable to very low- and low-income households. To implement this vision, a General Plan Amendment will be required to reconcile the current MUC land use designation with the housing capacity and policy direction in the Housing Element. The Fairview Developmental Center Specific Plan will serve as the guiding planning document to implement these goals and provide a comprehensive framework for future development.

PUBLIC NOTICE:

There is no public notice requirement for the Planning Commission Fairview Developmental Center Specific Plan Study Session. However, to encourage public engagement, the City provided the following informal outreach:

- The date and time of the study session were posted on the project website.
- Information about the study session was shared via the City's social media channels and distributed to the project email list and citywide email lists (which includes over 8,000 email addresses).

As of the date of this report, no written public comments have been received. Any public comments received prior to the June 23, 2025, Planning Commission meeting will be forwarded separately to the Planning Commission.

NEXT STEPS:

Following this meeting, staff will return to the Planning Commission with a refined preferred land use plan and draft project description to a future Planning Commission meeting this summer for further review and a recommendation of the Preferred Plan to the City Council.

Following this, the City Council will consider the aforementioned materials, along with the Planning Commission's recommendation and to provide direction on the preferred plan use project, project description, vision statement and guiding principles at a future meeting (likely in August/September). The goal is to receive direction on some of the main topic areas discussed.

Following direction from the City Council, staff will proceed with the environmental review process. A Notice of Preparation (NOP) will be issued to initiate the environmental review, leading to the preparation of a Draft Environmental Impact Report (DEIR). Concurrently, staff will continue to refine proposed Specific Plan policies, development standards, and objective design guidelines. Community outreach will be conducted to present the study plan and DEIR to the community for feedback. A follow-up study session with the Planning Commission and City Council will also be held on the draft Specific Plan, with additional opportunity for discussion and refinement. During the DEIR public review period, the public will be able to evaluate and understand the environmental impacts and continue to provide input that will refine the preferred plan and the Specific Plan components. Once input is received and refinements are made, the City would create a final draft Specific Plan and initiate the formal public hearing process to consider adoption of the Specific Plan and associated project approvals. Concurrently, following completion of the DEIR public review period, DGS anticipates releasing a request for proposals to select a Master Developer.

ATTACHMENTS:

1. May 27, 2025, FDC Study Session Staff Report
2. FDC Vision and Guiding Principles
3. Land Use Concept Illustrations
4. FDC Specific Plan Draft Street Sections

INTEROFFICE MEMORANDUM

To: **Planning Commission**

From: **Carrie Tai, AICP, Economic and Development Services Director**

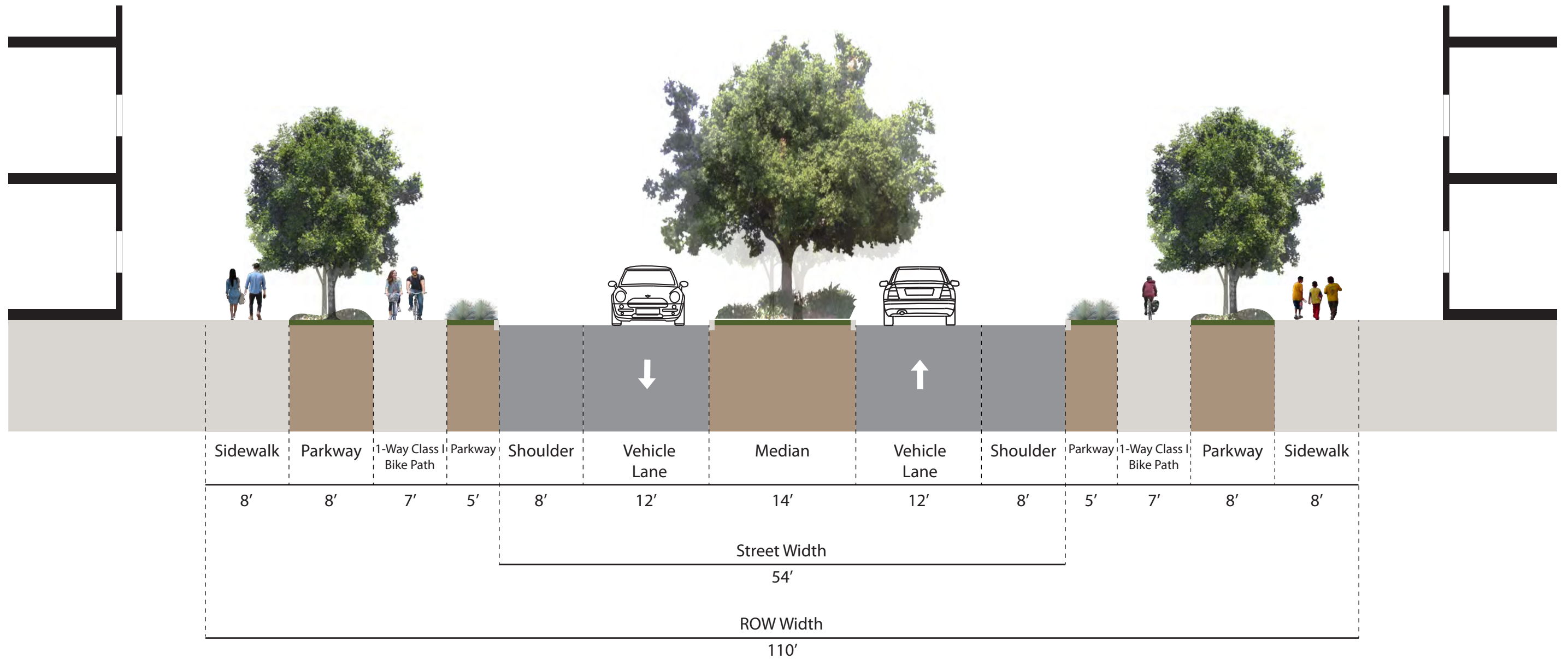
Date: **August 21, 2025**

Subject: **August 25, 2025 Planning Commission Meeting - Agenda Item PH-2**

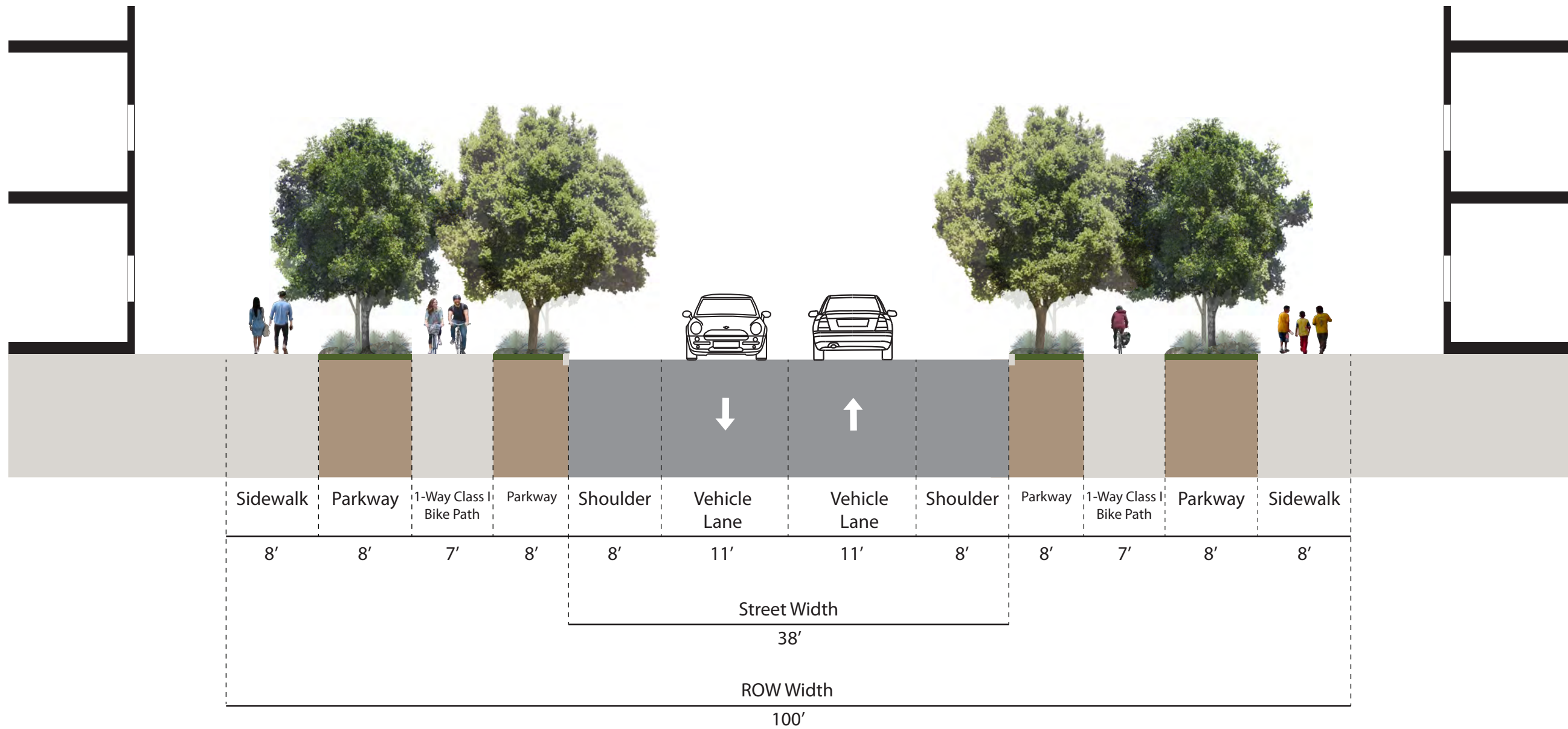
The staff report for Agenda Item PH-2 for the Fairview Development Center Specific Plan indicated that Attachment 4 would be provided under separate cover.

Please see Attachment 4 to the staff report to Agenda Item PH-2. We will print hard copies for the Commissioners for distribution at the meeting. Thank you.

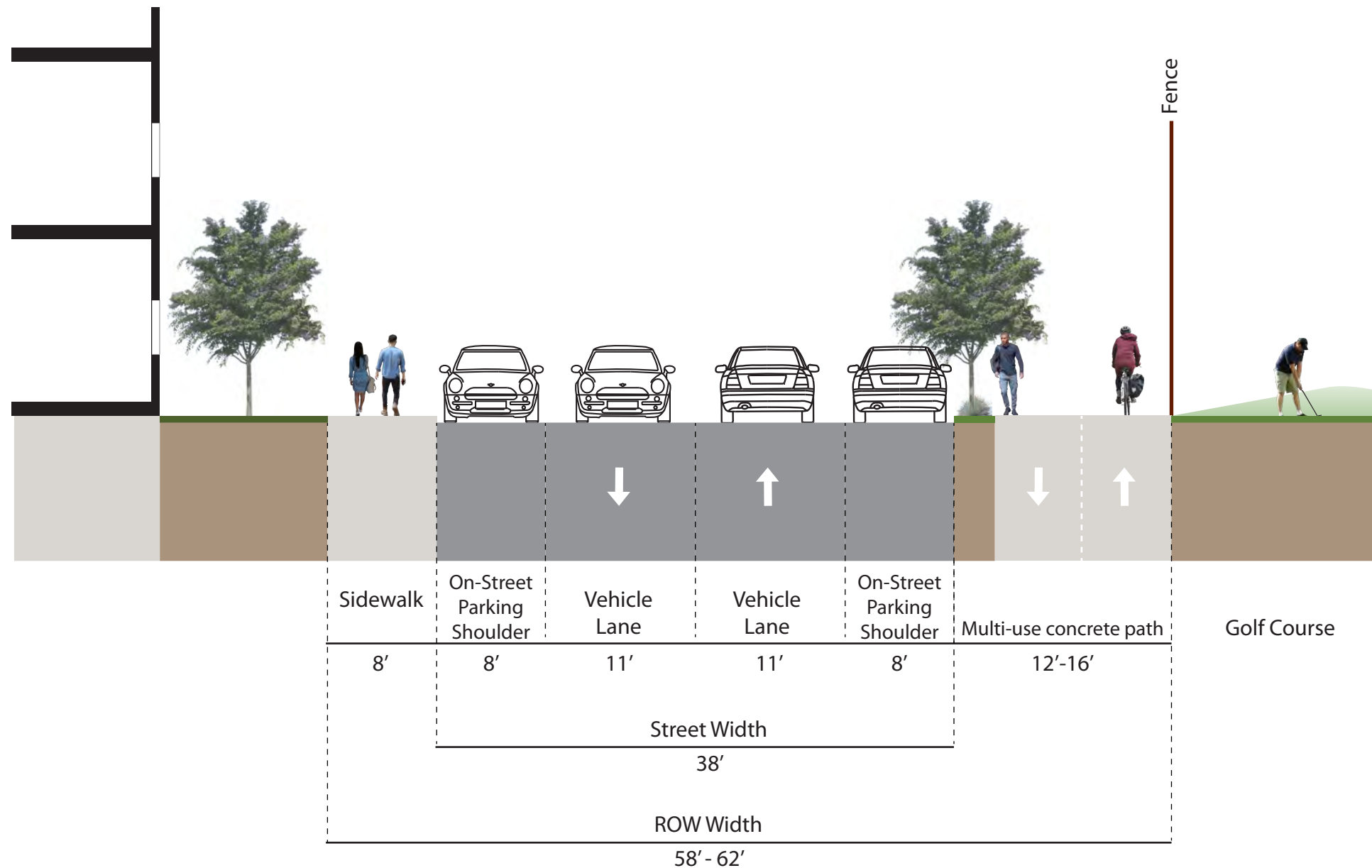
Attachment:
Agenda Item PH-2 Attachment 4 - Street Cross Sections



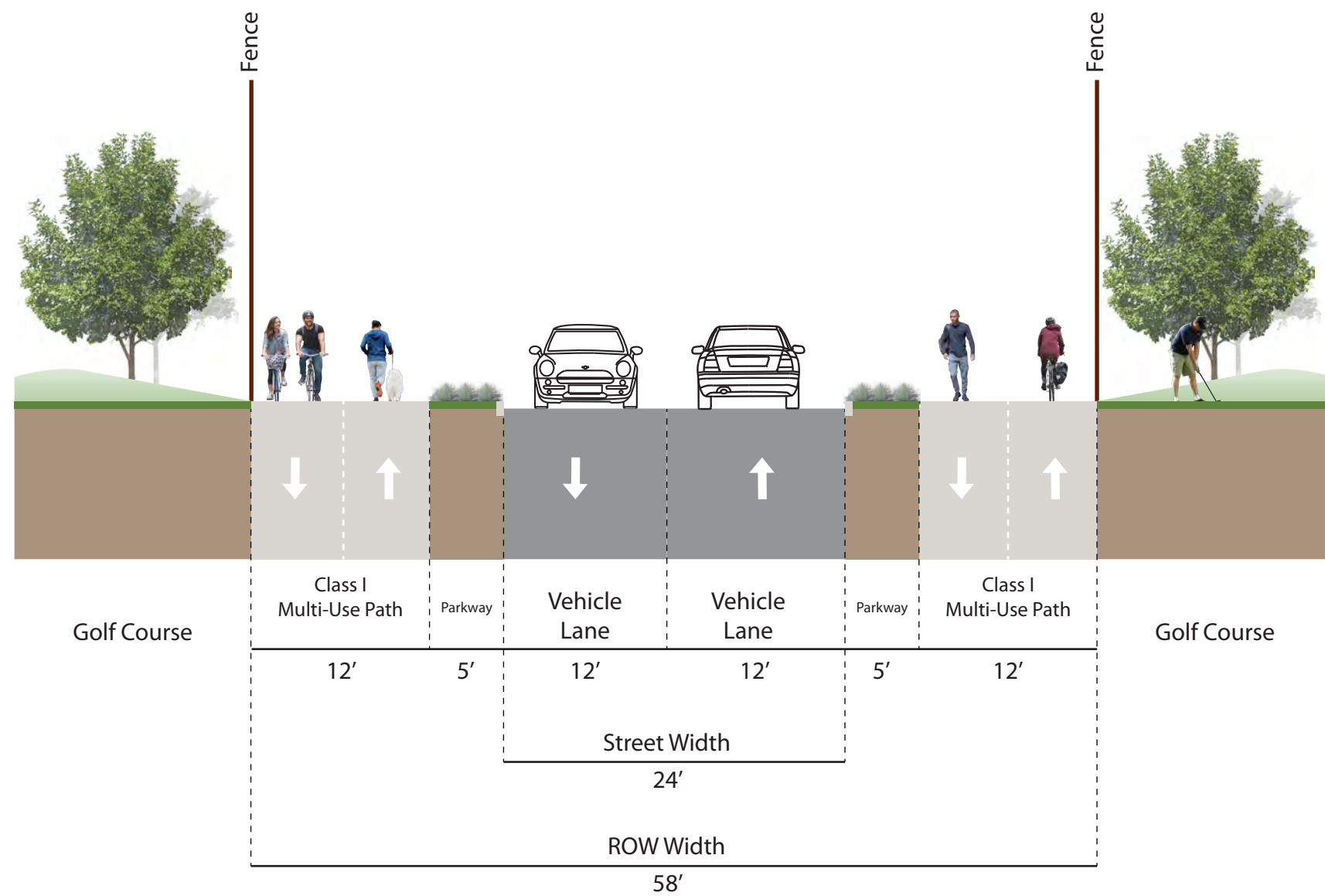
Promenade Option 1: (25 mph), Total Width: 110'



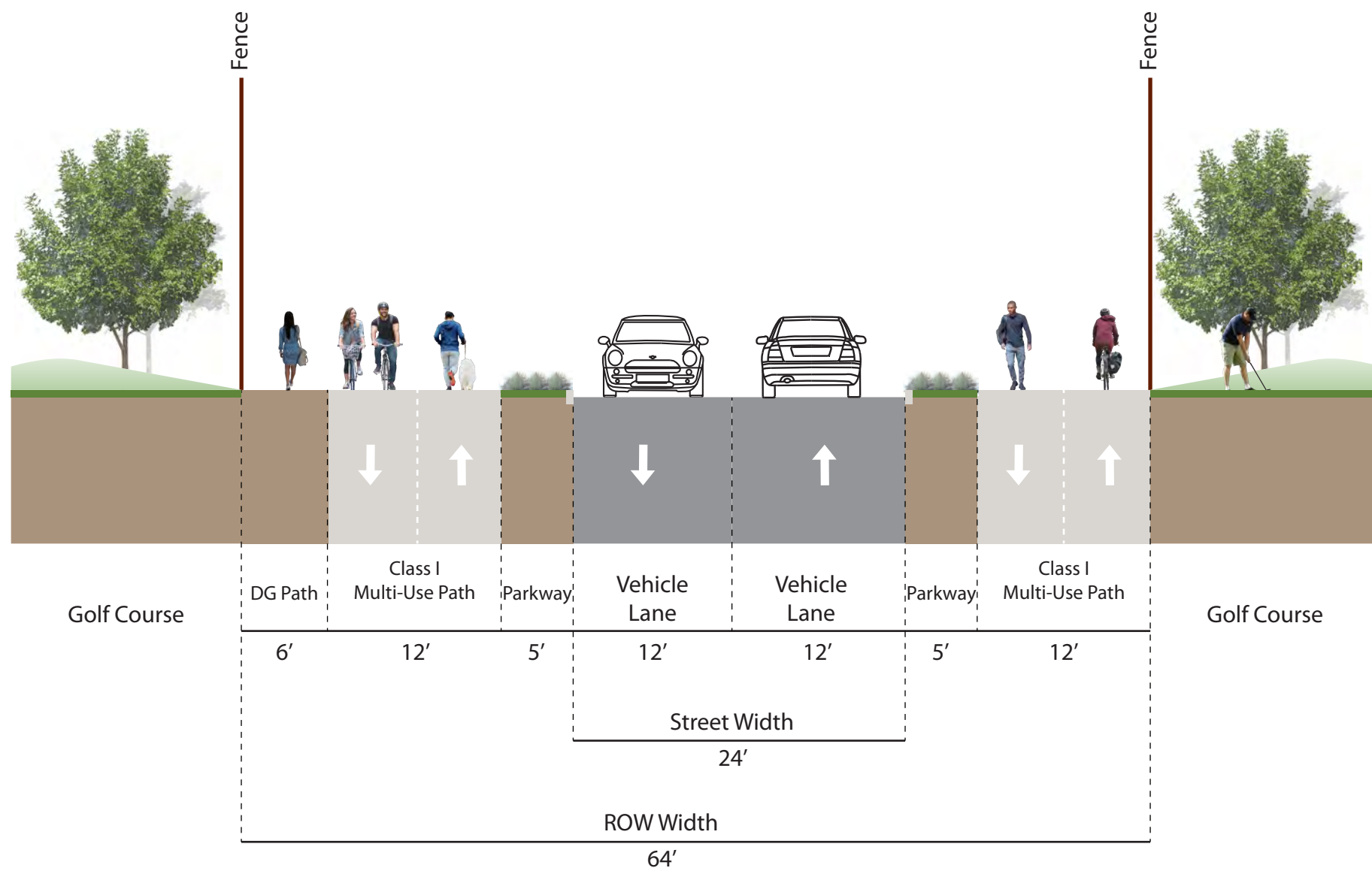
Promenade Option 2: (25 mph), Total Width: 100'



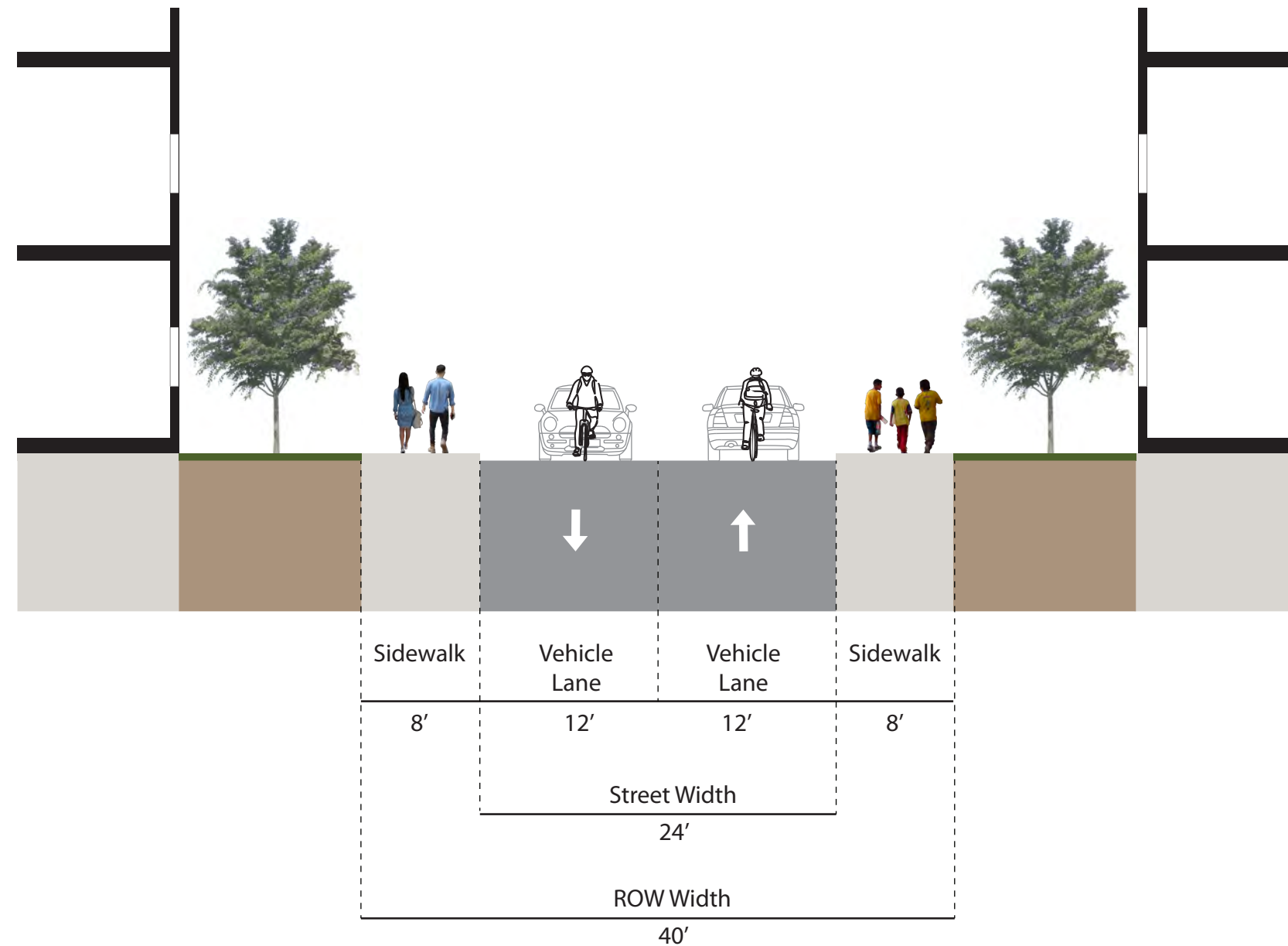
Shelley Circle (25 mph); Total Width: 58' - 62'



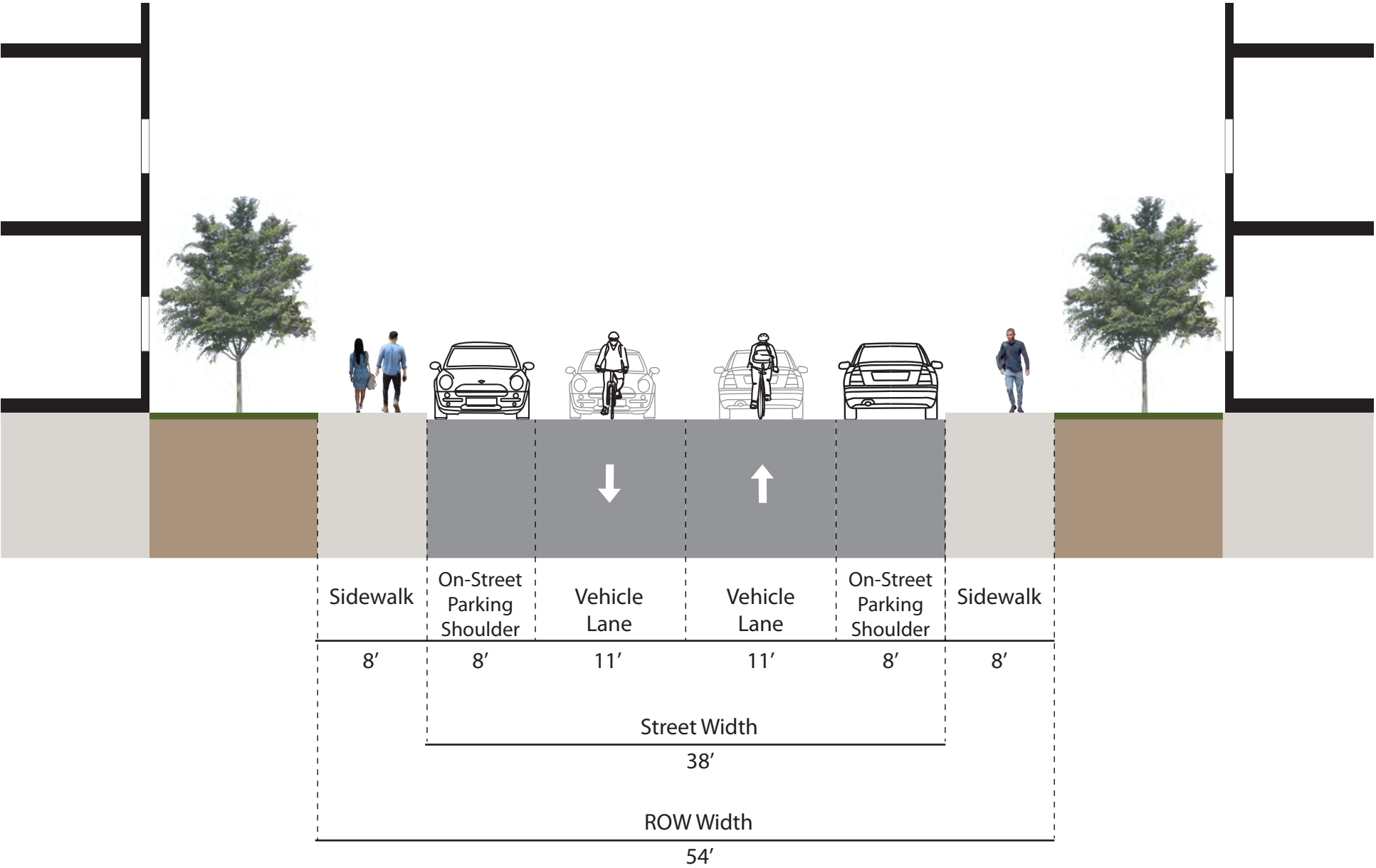
Secondary Access through the Golf Course, Option 1: (25 mph); Total Width: 58'



Secondary Access through the Golf Course, Option 2: (25 mph); Total Width: 64'



Local Road With Class III and No On-Street Parking (25 mph); Total Width: 40'



Local Road With Class III and On-Street Parking (25 mph); Total Width: 54'-73-



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-533

Meeting Date: 10/21/2025

TITLE:

AWARD OF THE KETCHUM-LIBOLT PARK EXPANSION AND IMPROVEMENT PROJECT, CITY PROJECT NO. 25-07, 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 Ketchum-Libolt Park Expansion and Improvement Project, City Project No. 25-07.
3. Award a Public Works Agreement (PWA) for construction to Elegant Construction, Inc., 15375 Barranca Parkway, Suite J-103, Irvine, California 92618, in the amount of \$2,527,737 (base bid only) and authorize a ten percent (10%) contingency in the amount of \$252,774 for unforeseen costs related to this project.
4. Authorize the Interim City Manager and the City Clerk to execute the PWA with Elegant 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:

Ketchum-Libolt Park, located at 2150 Maple Street, was originally constructed in August 2005 as a tribute to fallen Costa Mesa Police Officers James "Dave" Ketchum and John "Mike" Libolt, whose lives were lost in a helicopter crash on March 10, 1987. Measuring less than half an acre, the current park includes a playground featuring elements for young children, a seating area and benches, turf, and a large concrete pad used by the City's mobile recreation van.



Ketchum-Libolt Park

In 2023, the City contracted with Pat West, LLC, and City Fabrick to conduct community outreach and prepare preliminary design concepts. These concepts were presented to the Parks and Community Services (PACS) Commission on August 10, 2023.

On January 16, 2024, the City Council awarded Architerra Design Group as the consultant to provide design services for the Ketchum-Libolt Park Expansion Project.

Extensive community engagement, including meetings and surveys, were conducted in early 2024 during the project design phase. Notices were sent to neighboring residents, schools, and businesses in the surrounding area. A copy of the notice was also posted on the City's website and various social media platforms. In addition, for those who could not attend the community outreach meetings, a City-sponsored online survey was conducted to obtain additional input. Staff also contacted the Ketchum and Libolt families for input during project design phase.

Based on the comments gathered during the meetings and information compiled from survey responses, Architerra Design Group and staff developed the improvement plans. Criteria included level of community support, availability of the playground equipment, cost, safety requirements, and compatibility with the site layout.

The project will expand and enhance recreational amenities at Ketchum-Libolt Park. Work includes demolition of existing improvements, rough grading, and construction of concrete paving, pavers, curbs, custom fencing, play area safety surfacing, and decomposed granite surfacing. The project also provides new play equipment, prefabricated shade shelters, picnic tables, and drinking fountains, along with relocation of existing benches. Additional work includes installation of a new irrigation system, landscaping, and all other tasks necessary to complete the project as specified in the contract documents and plans.

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 specifications and working details is available for review in the Office of the City Clerk.

ANALYSIS:

On July 11, 2025, the City solicited bids for the Ketchum-Libolt Park Expansion and Improvement Project, and the public bid opening was scheduled on August 21, 2025. Staff received twelve (12) bids for the project. Elegant Construction, Inc. is the apparent low bidder with a base bid proposal of \$2,527,737. For the base bid proposals, the Engineer's Estimate is \$2,159,410 and the average of the twelve (12) base bids received is \$2,995,902. The bid results are provided in Attachment 1.

The bid schedule also included an additive bid item, which covers utility trenching and service upgrades. However, staff has determined that pursuing these upgrades were not cost effective and elected to proceed with the base bid proposal only.

Staff has verified the license and references of Elegant Construction, Inc., confirming that they are in good standing. Reference checks further indicate that Elegant Construction, Inc. has successfully completed similar park improvement projects in the cities of Irvine, Lake Forest, and Tustin.

Upon City Council award of the PWA (Attachment 2), Elegant Construction, Inc. will furnish the necessary bonds and insurance. After the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

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 total funding needed for the proposed project, inclusive the ten percent (10%) contingency, is \$2,780,511. Funding for the Ketchum-Libolt Park Expansion and Improvement Project is available in State Grant Fund (Fund 231) in the amount of \$1,254,421 from State Assemblymember Cottie Petrie-Norris and Park Bond Act - Prop 68 Per Capita Funds, Park Development Fees Fund (Fund 208) in the amount of \$6,192 and the Capital Improvement Fund (Fund 401) in the amount of \$904,975 for a total amount of \$2,165,588. The remaining \$614,923 needed for the project will come from completed project savings or budget appropriation in future budget processes.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PWA, and approves them 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 Ketchum-Libolt Park Expansion and Improvement Project, City Project No. 25-07.
3. Award a Public Works Agreement (PWA) for construction to Elegant Construction, Inc., 15375 Barranca Parkway, Suite J-103, Irvine, California 92618 in the amount of \$2,527,737 (base bid only) and authorize a ten percent (10%) contingency in the amount of \$252,774 for unforeseen costs related to this project.
4. Authorize the Interim City Manager and the City Clerk to execute the PWA with Elegant Construction, Inc., and future amendments to the agreement within Council authorized limits.

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT

KETCHUM-LIBOLT PARK EXPANSION AND IMPROVEMENT PROJECT

CITY PROJECT NO. 25-07

BID OPENING RESULTS: AUGUST 21, 2025

<i>Bidder</i>	<i>City</i>	<i>Total Base Bid</i>	<i>Total Base Bid Plus Additive Bid Items</i>
1. ELEGANT CONSTRUCTION, INC.	IRVINE	\$2,527,737.00	\$2,640,337.00
2. RCCI COMPANY	AZUSA	\$2,601,516.00	\$2,708,566.00
3. ASTER CONSTRUCTION SERVICES	HOLLYWOOD	\$2,631,906.00	\$2,701,420.00
4. ENVIRONMENTAL CONSTRUCTION, INC.	WOODLAND HILLS	\$2,638,760.00	\$2,744,790.00
5. BEDROCK GROUP, INC.	LA CANADA	\$2,766,470.00	\$2,896,870.00
6. DIAMOND CONSTRUCTION	SAN CLEMENTE	\$2,858,772.00	\$2,950,737.00
7. LOS ANGELES ENGINEERING, INC.	COVINA	\$3,098,000.00	\$3,170,030.00
8. PUB CONSTRUCTION, INC.	DIAMOND BAR	\$3,181,902.00	\$3,536,672.00
9. GILMAN BUILDERS, INC.	IRVINE	\$3,259,509.20	\$3,435,309.00
10. KASA CONSTRUCTION INC.	CHINO	\$3,280,225.00	\$3,531,225.00
11. NEWMAN MIDLAND CORP	LONG BEACH	\$3,340,378.00	\$3,531,821.00
12. ACT 1 CONSTRUCTION, INC.	NORCO	\$3,765,649.00	\$3,945,060.00
<i>Average</i>		\$2,995,902.02	\$3,149,403.08
<i>Engineer's Estimate</i>		\$ 2,159,410.00	\$ 2,191,162.00

BID FROM ALFARO COMMUNICATION, INC. REJECTED AS NON-RESPONSIVE

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 25-07**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated October 21, 2025 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ELEGANT 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 Ketchum-Libolt Park Expansion Project, City Project No. 25-07 (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 Irina Gurovich, 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 Two Million Five Hundred Twenty-Seven Thousand Seven Hundred Thirty-Seven Dollars and Zero Cents (\$2,527,737.00).

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 Two Hundred Twenty (220) calendar 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 Five Hundred Dollars (\$1,500.00) 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: Irina Gurovich

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

Elegant Construction, Inc.
15375 Barranca Parkway, Suite J-103
Irvine, CA 92618
Attn: Hazem Almassry, CFO/Vice 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: _____

Irina Gurovich
Project Manager

Date: _____

EXHIBIT A
CONTRACTOR'S BID

PROPOSAL FOR THE
KETCHUM-LIBOLT PARK EXPENSION
(2150 MAPLE STREET, COSTA MESA)
CITY PROJECT No. 25-07

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE **KETCHUM-LIBOLT PARK EXPANSION, CITY PROJECT NO. 25-07**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN TWO HUNDRED TWENTY (220) DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

TOTAL BASE BID AMOUNT (in Figures):

\$2,527,737.00

TOTAL BASE BID AMOUNT (in Words):

Two million five hundred twenty-seven thousand seven hundred thirty-seven

TOTAL BASE BID PLUS ADDITIVE ALTERNATE BID 1 AMOUNT (in figures):

\$2,640,337.00

H.A

Bidder's Initials

PROPOSAL KETCHUM-LIBOLT PARK EXPENSION Base Bid					
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (5% Maximum), Project Scheduling, and Project Record	1	LS	\$ 100,000.00	\$ 100,000.00
2	Water Quality (Best Management Practices) and erosion and Dust Control	1	LS	\$ 10,000.00	\$ 10,000.00
3	Traffic & Pedestrian Control, Construction Phasing, Public Convenience & Safety	1	LS	\$ 10,000.00	\$ 10,000.00
4	Clear and Grub: Includes removal of trees, shrubs, groundcover, and turf and related work (**)	1	LS	\$ 25,000.00	\$ 25,000.00
5	Site demolition: Includes AC paving, concrete paving, play surfacing, play equipment, site furnishings, wall, footings, DG, fencing, monuments, and everything to bring site ready for grading and related work (**)	1	LS	\$ 80,000.00	\$ 80,000.00
6	Rough Grading and related work (**)	1	LS	\$ 50,000.00	\$ 50,000.00
7	Fine Grading and related work (**)	1	LS	\$ 10,000.00	\$ 10,000.00
8	Water Improvements: Includes new domestic water line to drinking fountains and related work (**)	1	LS	\$ 50,000.00	\$ 50,000.00
9	Drainage: Furnish and install all drain lines, area drains, curb drains, catch basins, including trenching, shading, backfill, and all work necessary to complete the drainage system per the contract documents and related work (**)	1	LS	\$ 40,000.00	\$ 40,000.00
10	Site Hardscape: Includes all concrete paving, unit pavers and base, play surfacing and base, DG, curbs, and all associated materials and work necessary to complete the hardscape elements per the contract documents (**)	1	LS	\$ 395,000.00	\$ 395,000.00
11	Site Furnishings: Includes all bike racks, benches, picnic tables, trash receptacles, drinking fountains, sumps, sculpture garden, boulders, mosaic, signage, and all associated footings and work necessary to be completed per the contract documents (**)	1	LS	\$ 185,000.00	\$ 185,000.00
Subtotal (Page P-1b)					\$ 955,000

H.A
Bidder's Initials

PROPOSAL (continued) KETCHUM-LIBOLT PARK EXPANSION Base Bid					
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
12	Fencing and Walls: Includes fabrication and installation of 42" custom tubular steel fence, variable height custom tubular steel fence, gates, arch refurbishments and relocation, pilaster, and all associated footings and work necessary to install or relocate the fences and wall per the contract documents(**)	1	LS	\$ \$320,000.00	\$ \$320,000.00
13	Furnish & Install Play Equipment and footings and related work (**)	1	LS	\$ \$350,000.00	\$ \$350,000.00
14	Furnish & Install Shade Shelters, footings and related work (**)	1	LS	\$ \$260,000.00	\$ \$260,000.00
15	Site Irrigation (**)	1	LS	\$ \$80,000.00	\$ \$80,000.00
16	Site Landscape (**)	1	LS	\$ \$80,000.00	\$ \$80,000.00
17	Electrical: Furnish & Install lights, wiring, conduit, footings, security cameras, and all work required to complete the electrical system per the contract drawings (**)	1	LS	\$ \$220,000.00	\$ \$220,000.00
18	Construction Survey	1	LS	\$ \$15,000.00	\$ \$15,000.00
19	Additional Work Items (*)	1	FA	\$150,000.00	\$150,000.00
Subtotal (Page P-1c)					\$ 1,475,000
Subtotal (Page P-1b plus P-1c)					\$ 2,430,000

H.A

Bidder's Initials

PROPOSAL (continued) KETCHUM-LIBOLT PARK EXPENSION Base Bid Improvements on Victoria Avenue					
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
C20	Unclassified Excavation (F)	1	LS	\$ \$20,000.00	\$ \$20,000.00
C21	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" CMB	213	LF	\$ \$50.00	\$ \$10,650.00
C22	Remove existing Construct 4" PCC Sidewalk Over 4" CMB	1,373	SF	\$ \$19.00	\$ \$26,087.00
C23	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per Caltrans Std. Plan A88A	1	EA	\$ \$12,000.00	\$ \$12,000.00
C24	Traffic Loops Installation and related work	2	EA	\$ \$12,000.00	\$ \$24,000.00
C25	Installation of Street Light Conduit for Street Light Relocation and related work	1	LS	\$ \$5,000.00	\$ \$5,000.00
Subtotal Page P-1d					\$ 97,737
BASE BID GRAND TOTAL (PAGE P-1b plus P-1c plus P-1d)					\$ 2,527,737.00

TOTAL BASE BID AMOUNT (in Words):

Two million five hundred twenty-seven thousand seven hundred thirty-seven

H.A

Bidder's Initials

PROPOSAL (continued) KETCHUM-LIBOLT PARK IMPROVEMENTS Additive Alternate Bid 1 Utility Trenching and Service Upgrades on Maple Street for Future Restroom					
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
A1	Water Improvements – Includes removal of existing water meter, installation of new water meter, Backflow Preventer, PVC water line, stub-out, and all work required to complete the water system per the contract drawings	1	LS	\$ \$48,000.00	\$ \$48,000.00
A2	Sewer Improvements – Includes 6" VCP sewer line, 6" sewer clean out, connection to sewer main, and all work required to complete the sewer system per the construction drawings.	1	LS	\$ \$30,000.00	\$ \$30,000.00
A3	Electrical Improvements – Includes new wire, conduit, pull boxes and all work required to complete the electrical system per the construction drawings	1	LS	\$ \$26,500.00	\$ \$26,500.00
A4	Unclassified excavation (F)	30	SF	\$ \$170.00	\$ \$5,100.00
A5	Construct 4" AC over 12" CAB	30	SF	\$ \$100.00	\$ \$3,000.00
TOTAL ADDITIVE ALTERNATE BID 1:					\$ 112,600.00

TOTAL ADDITIVE ALTERNATE BID 1 AMOUNT (in Figures):

\$112,600

TOTAL ADDITIVE ALTERNATE BID 1 AMOUNT (in Words):

One hundred twelve thousand six hundred

TOTAL BASE BID + ALTERNATIVE BID 1 AMOUNT (In Figures):

\$2,640,337.00

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Additive Alternate Bid, then the award amount shall be based on the lowest responsive Bid Amount determined as Base Bid plus Total Bid Amount of Additive Alternate Bid Item).

The City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.

H.A

Bidder's Initials

PROPOSAL (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. (*) Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
4. (**) Schedule of Values shall be submitted before 4:00 PM of the 5th business day following the bid opening. Price includes the indirect cost and markup.
5. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
6. Request for Information shall be submitted before 4PM Monday August 11th 2025.
7. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity. In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

H.A

Bidders Initials

PROPOSAL**Base Bid (Continued)**

(Please Type or Print)

Total Amount for Base Bid (in written words) Two million five hundred twenty-seven thousand seven hundred thirty-seven (\$ 2,527,737.00)
in figures

Contractor's Lawful Name: Elegant Construction Inc

Bidder's Name: Hazem Almassry Bidder's Initials: H.A

Contractor's License No. 1053447 Expiration: 05-31-27

Contractor's Taxpayer I.D. Number: [REDACTED]

Contractor's DIR Registration Number: [REDACTED]

Signature: [REDACTED] Date: 08-18-25

Contractor's Address: 15375 Barranca Parkway suite J-103
Irvine CA92618

Telephone Number: () 949-444-5161 Mobile No.: ()

Fax Number: () E-mail: Bidding@elegantcon.com

24-Hour Emergency Contacts:

Hazem Almassry
Name

Telephone Number: () 949-771-5136

Mobile No.: () 949 444-5161

Name

Telephone No.: ()

Mobile No.: ()

Name

Telephone No.: ()

Mobile No.: ()

H.A
Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

H.A
Bidder's Initials

Respectfully Submitted,

Elegant Construction Inc
Contractor's Business Name
15375 Barranca Parkway suite J-103
Business Address: Street
Irvine CA92618
City State Zip
949 444-5161
Business Phone Number
Hazem Almassry Vice President
Name Title
Irvine California 92618
City State Zip

Elegant Construction Inc CFO/Vice President
Contractor Title
Hazem Almassry Vice President
Singed By Title
1053447 A, B, C8, C12, C13, C36, C54 05-31-27
Contractor's License No. and Classification Exp. Date
08-18-25
Date
15375 Barranca Parkway suite J-103
Residence: Street
949 444-5161
Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation

Taxpayer I.D. Number: 83-3258164

Name Hazem Almassry
Name Sam Alhakim
Name

Can Sign

☒
☒
☐

Must Sign

☐
☐
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number:

Name N/A

Address

Name

Address

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Hazem Almassry
Sam Alhakim

CFO/Vice President
CEO/President

H.A
Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>8/14/2025</u>	
<u>2</u>	<u>8/14/2025</u>	
<u>3</u>	<u>8/20/2025</u>	

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

<u>Date Project Awarded</u>	<u>Awarding Agency</u>	<u>Agency's Contract Administrator Contact Information</u>
<u>December - 2023</u>	<u>City Of Irvine</u>	<u>Bobby Ghaemi</u>
<u>December - 2023</u>	<u>City Of Redlands</u>	<u>Jaime Moreno</u>
<u>Jun-24</u>	<u>City of Hemet</u>	<u>Candace Sunds</u>
<u>Jul-24</u>	<u>City of Tustin</u>	<u>Jason J. Churchill</u>
<u>Dec-24</u>	<u>County of Riverside</u>	
<u>Dec-24</u>	<u>City of Newport Beach</u>	
<u>Dec-24</u>	<u>Orange County Community College District</u>	<u>Corazon Baldovino</u>

H.A
Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
15-16	5.07	IMR INC 2435 CORYDON AVE, NORCO, CA 92860	██████	C-27	██████
13	3.19	R E Schultz Construction, Inc. 1767 N. Batavia St., Orange, CA 92865	1 ██████	A, B, C-61, D34	██████
10	3.93	SpectraTurf Inc 555 S Promenade Ave, Suite 103, Corona CA 92879	██████	D12, D34	██████
17-24 25-31	9.25	Wakeland Electric, Inc. 18510 Pasadena Street, Lake Elsenor, CA 92530	██████	C-10	██████

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

H.A

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Elegant Construction Inc Phone: 949 444-5161

Address: 15375 Barranca Parkway suite J-103 Fax: _____
Irvine CA92618

Contact Person: Hazem Almassry No. of years in business: 6

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? All construction services

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☒ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

H.A

Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

[see attached](#)

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$_____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20__.

Contractor/ Principal
(Notary Acknowledgement to be attached)

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

[H.A](#)

Bidder's Initials

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

H.A

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

See Attached

Subscribed and sworn to before me by:

This ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Elegant Construction Inc

Contractor Firm Name

Hazem Almassry

Name of Principal

Vice President

Title

[Signature]
Signature

H.A

Bidder's Initials

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 08-18-25

CONTRACTOR

Elegant Construction Inc
Company Name

PROJECT: KETCHUM-LIBOLT PARK EXPANSION
City Project No. 23-07

H.A
Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, 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. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

H.A

Bidder's Initials



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
None				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elegant Construction Inc
Bidder/Applicant/Proposer

08-18-25
Date

H.A
Bidder's Initials



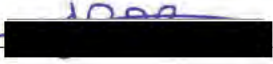
CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: AUGUST 14, 2025
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: KETCHUM-LIBOLT PARK EXPANSION (2150 MAPLE STREET, COSTA MESA) CITY PROJECT NO. 25-07 - ADDENDUM NO. 1

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to Anna.Baca@costamesaca.gov. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Hazem Almassry 

Company: Elegant Construction Inc

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: CHANGED TO THURSDAY, AUGUST 21, 2025

BID OPENING TIME: NO CHANGE, 4:00 P.M.

BID OPENING PLACE: NO CHANGE

BID OPENING DATE:

The bid opening date has been postponed to **Thursday, August 21, 2025, at 4:00 P.M.**

AS-BUILT DRAWINGS:

As-built drawings are attached to this addendum and provided for contractors' reference.

TECHNICAL ABILITY AND EXPERIENCE REFERENCES FORM:

The Technical Ability and Experience Reference Form (or equal form) for playground equipment installation contractors, attached to this addendum, shall be completed and submitted by the contractor with the bid proposal.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail to anna.baca@costamesaca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Irina Gurovich".

Irina Gurovich
Associate Engineer

Attachment No. 1 – As-Built Drawings
Technical Ability and Experience Reference Form



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: AUGUST 14, 2025
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: KETCHUM-LIBOLT PARK EXPANSION (2150 MAPLE STREET, COSTA MESA) CITY PROJECT NO. 25-07 - ADDENDUM NO. 2

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to Anna.Baca@costamesaca.gov. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Hazem Almassry [REDACTED]

Company: Elegant Construction Inc

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: THURSDAY, AUGUST 21, 2025

BID OPENING TIME: NO CHANGE, 4:00 P.M.

BID OPENING PLACE: NO CHANGE

POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM:

Robertson Recreational Surfaces is approved as an equal and is authorized to provide and install the playground rubber PIP safety surfacing for this project.

Contact Information:

Vince Brantley

Sales, Southern California & Nevada

Cell: 714-904-8219

Fax: 855-700-8780

www.totturf.com

vbrantley@totturf.com

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail to anna.baca@costamesaca.gov.

A handwritten signature in cursive script that reads "Irina Gurovich".

Irina Gurovich
Associate Engineer

Attachment – Tot Turf Official Product Documentation



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: AUGUST 20, 2025
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: KETCHUM-LIBOLT PARK EXPANSION (2150 MAPLE STREET, COSTA MESA) CITY PROJECT NO. 25-07 - ADDENDUM NO. 3

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to Anna.Baca@costamesaca.gov. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Hazem Almassry

Company: Elegant Construction Inc

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: THURSDAY, AUGUST 21, 2025

BID OPENING TIME: NO CHANGE, 4:00 P.M.

BID OPENING PLACE: NO CHANGE

THE PRE-BID RFI LOG:

Addresses RFI(s) to date. The RFI Log with both the RFI questions and responses are included in this addendum as Attachment No. 1.

SECURITY CAMERAS:

The total number of security cameras to be installed has been revised from 11 to 13.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail to anna.baca@costamesaca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Irina Gurovich".

Irina Gurovich
Associate Engineer

Attachment No. 1 - RFI Log with Questions and Responses

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Elegant Construction, Inc. as principals, and The Gray Casualty & Surety Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Amount Bid (\$ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Elegant Construction, Inc., if accepted by the City of Costa Mesa, and if the above bounden, Elegant Construction, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Elegant Construction, Inc., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 13th day of August, 2025.

Elegant Construction, Inc.
15375 Barranca Parkway, Suite J-103
Irvine, CA 92618

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202



By: Hazem Almassry

Title:

Contractor/ Principal
(Notary Acknowledgement to be attached)

[Signature], Attorney-in-Fact
Surety/Power of Attorney
(Notary Acknowledgment to be attached)

Bidder's Initials

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

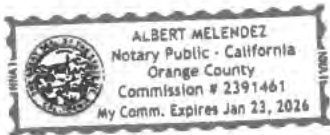
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On AUG 13 2025, before me, Albert Melendez, Notary Public,
personally appeared Zyanya Hernandez

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same
in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument
the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A - Bid Bond **Principal:** Elegant Construction, Inc.

Project: City Project and Specification No. 25-07, KETCHUM-LIBOLT PARK IMPROVEMENT

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jessica T. Garcia, Melissa Lopez, Vanessa Ramirez, Jonathan Batin, Zyanya Hernandez, Jennifer Anaya, Joaquin Perez, Albert Melendez, Chrisina Rogers, Frederic M. Archerd, Jr., Mary Martha Langley, Yu Cheng Chiang, and Erik Johansson of Tustin, California** jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of August, 2025.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of August, 2025.





The Gray Insurance Company
The Gray Casualty & Surety Company

Telephone: 504-780-7440
info@graysurety.com

P.O. Box 6202
Metairie, LA 70009

Surety Bond Seal Addendum

In response to the logistical issues associated with the Covid-19 pandemic, The Gray Insurance Company and The Gray Casualty & Surety Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st Day of January 2021



By:  _____

Cullen S. Piske
President, The Gray Casualty & Surety Company
Attorney-in-Fact, The Gray Insurance Company

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: IMR Inc. Phone: (951) 751-0716

Address: 2435 Corydon Ave. Norco, Ca. 92860 Fax: (951) 268-6264

Contact Person: Ivan Martinez No. of years in business: 15

Is the firm currently certified as a DBE under 49 CFR Part 26? ☒ YES ☐ NO

Type of work/services/materials provided by firm? Irrigation and landscape work.

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☒ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.


Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: SpectraTurf Phone: 951-736-3579

Address: 555 S. Promenade Avenue #103 Fax: 951-734-3630

Corona, CA 92879

Contact Person: Alex Stout - Sr. Estimator No. of years in business: 22

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? playground safety surfacing

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

ADS
Bidder's Initials

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Firm Name: R.E. Schultz Construction, Inc Phone: 714-649-2627

Address: 1767 North Batavia Street, Orange, CA 92865 Fax: 714-740-5049

Contact Person: Richard Schultz No. of years in business: 27

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Installation of play equipment

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☒ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

Bidder's Initials