



## **CITY OF COSTA MESA**

### **REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY\***

#### **Agenda**

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**Tuesday, February 21, 2023**

**6:00 PM**

**City Council Chambers  
77 Fair Drive**

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

The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. Pursuant to the State of California Assembly Bill 361 (Gov. Code §54953(b)(3)) the City Council Members and staff may choose to participate in person or by video conference.

You may participate via the following options:

1. Attending in person: Attendees are encouraged to wear masks at their discretion. If you are feeling ill, or if you've been exposed to someone with COVID-19, you may still participate in the meeting via Zoom.

2. 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](http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true) and online at [youtube.com/costamesatv](https://www.youtube.com/costamesatv).

**Note: If you have installed a zoom update, please restart your computer before participating in the meeting, to prevent audio issues.**

3. 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/98376390419?pwd=dnpFelc5TnU4a3BKWVlyRVZMallZZz09>

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

Enter Webinar ID: 983 7639 0419/ Password: 905283

- 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: 983 7639 0419/ Password: 905283

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.

4. 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](mailto:cityclerk@costamesaca.gov). Comments received by 12:00 p.m. on the date of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

5. 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](mailto:cityclerk@costamesaca.gov) and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City’s website.



Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at [cityclerk@costamesaca.gov](mailto: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.

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]. Language translation services are available for this meeting by calling (714) 754-5225 at least 48 hours in advance.

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]. Servicios de traducción de idioma están disponibles para esta junta llamando al (714) 754-5225 por lo mínimo 48 horas de anticipación.

**CLOSED SESSION - 4:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS**

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

**CLOSED SESSION ITEMS:**

1. PUBLIC EMPLOYMENT, WORKERS' COMPENSATION CLAIM  
Pursuant to California Government Code section 54956.9 (b)(1); WCAB NO. ADJ12715668
2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Lorna Lyttle vs. City of Costa Mesa Orange County Superior Courts  
Case No. 30-2022-01268630-CU-OE-WJC
3. THREAT TO SECURITY  
Pursuant to California Government Code Section 54957(a)  
Consultation with: Costa Mesa Director of Emergency Services, City Manager, Police Chief, Fire Chief.
4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Pursuant to California Government Code Section 54956.8  
APN: 420-012-16  
Agency Negotiators: Lori Ann Farrell Harrison, City Manager  
Negotiating Parties: State of California
5. CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION - TWO CASES  
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

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**REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY**

**February 21, 2023 – 6:00 P.M.**

**JOHN STEPHENS**  
Mayor

**JEFFREY HARLAN**  
Mayor Pro Tem - District 6

**ANDREA MARR**  
Council Member - District 3

**MANUEL CHAVEZ**  
Council Member - District 4

**LOREN GAMEROS**  
Council Member - District 2

**ARLIS REYNOLDS**  
Council Member - District 5

**DON HARPER**  
Council Member - District 1

**KIMBERLY HALL BARLOW**  
City Attorney

**LORI ANN FARRELL HARRISON**  
City Manager

**CALL TO ORDER**

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

**MOMENT OF SOLEMN EXPRESSION**

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

**ROLL CALL**

**CITY ATTORNEY CLOSED SESSION REPORT**

**PRESENTATIONS:**

1. [Proclamation: Teen Dating Violence Awareness Month](#) [23-1088](#)  
**Attachments:** [1. Proclamation: Teen Dating Violence Awareness Month](#)
2. [Presentation: Theodore Robins Ford 100-Year Anniversary](#) [23-1089](#)

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**PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Comments are limited to 3 minutes, or as otherwise directed.

Comments on Consent Calendar items may also be heard at this time.

**COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Each council member is limited to 4 minutes. Additional comments will be heard at the end of the meeting.

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

**REPORT – CITY MANAGER**

**REPORT – CITY ATTORNEY**

**CONSENT CALENDAR (Items 1-10)**

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 ALI23-1082 ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.

2. [READING FOLDER](#) [23-1083](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Southern California Edison (Leslie Murtaugh), Wendy and Steven Fink, Brenda Carol Kittle, Juan Jose Rodriguez.

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3. **[ADOPTION OF WARRANT RESOLUTION](#)** **[23-1085](#)**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2694.

**Attachments:** [1. Summary Check Register week of January 23](#)  
[2. Summary Check Register week of January 30](#)  
[3. Summary Check Register week of February 6](#)

4. **[MINUTES](#)** **[23-1084](#)**

RECOMMENDATION:

City Council approve the Minutes of the Regular meeting of February 7, 2023.

**Attachments:** [02-07-2023 Draft Minutes](#)

5. **[EXTENSION OF CURRENT STREET SWEEPING SERVICES CONTRACT WITH SWEEPING CORP OF AMERICA](#)** **[23-1065](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Amendment No. 5 (Attachment No. 1) to the Professional Services Agreement (PSA) with Sweeping Corp of America (SCA), formerly known as CleanStreet, for Citywide street sweeping services.
2. Approve extension of time to June 30, 2023 and an increase of \$248,815.48 to the compensation, totaling an annual not-to-exceed amount of \$1,007,358.26.
3. Authorize the City Manager and City Clerk to execute the PSA and future amendments to the agreement within Council authorized limits with SCA.

**Attachments:** [1. Amendment No. 5 to PSA with CleanStreet](#)  
[2. CleanStreet Extension Proposal](#)

6. **THIRD AMENDMENT TO THE AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES** **23-1066**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Third Amendment (Attachment 1) to the Maintenance Services Agreement (MSA) with West Coast Arborists, Inc. (WCA), to provide maintenance of the City's urban forest, increasing the annual compensation by \$150,000 for an annual not to exceed amount of \$778,679.04.
2. Authorize the City Manager and City Clerk to execute the proposed amendment and future amendments to the MSA.

**Attachments:** [1. Proposed Amendment No. 3](#)

[2. WCA Agreement](#)

[3. WCA Amendment No. 1](#)

[4. WCA Amendment No. 2](#)

7. **SECOND READING OF AN ORDINANCE TO REPEAL CHAPTER 23-1070 (BICYCLES AND MOTORIZED BICYCLE LICENSING) TO TITLE 4 (BICYCLES) OF THE COSTA MESA MUNICIPAL CODE**

RECOMMENDATION:

Staff recommends that the City Council give a second reading to and adopt:

Ordinance No. 2023-02 to repeal Chapter I (Bicycles and Motorized Bicycle Licensing) to Title 4 (Bicycles) of the Costa Mesa Municipal Code to comply with current California law.

**Attachments:** [1. Ordinance to Repeal Title 4, Chapter I \(Bicycle and Motorized Bicycle Licensing\)](#)

8. [ACCEPTANCE OF TRAINING FUNDS FROM THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS \(BSCC\) IN ACCORDANCE WITH THE STANDARD AND TRAINING FOR CORRECTIONS \(STC\), FOR CUSTODY OFFICER PERSONNEL TRAINING.](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the Costa Mesa Police Department to reinstate membership with the California Board of State and Community Corrections (BSCC) and to adhere with policies and practices governed by their division known as Standard and Training for Corrections (STC).
2. Adopt Resolution 2023-xx in support of an application to BSCC to receive funds for training under the STC program for our custody officers.

**Attachments:** [1. BSCC Resolution](#)

9. [SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-0323-1076 AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE \(ZONING CODE\) TO CLARIFY EXISTING ACCESSORY DWELLING UNIT PROVISIONS AND TO MODIFY STANDARDS TO CONFORM TO RECENT REVISIONS TO STATE LAW \(CODE AMENDMENT CO 2022-01\)](#)

RECOMMENDATION:

Staff recommends the City Council give second reading to and adopt Ordinance No. 2023-03 approving Code Amendment CO-2022-01, amending Title 13 of the Costa Mesa Municipal Code (Zoning Code) to clarify existing accessory dwelling unit provisions and to modify standards to conform to recent revisions to State law.

**Attachments:** [1. Ordinance](#)  
[2. Exhibit A to the Ordinance](#)  
[3. Planning Commission Resolution PC-2022-29 \(re CO-2022-XX\)](#)

10. [AUTHORIZE THE CITY MANAGER TO ISSUE REFUNDS FOR RETAIL CANNABIS APPLICATION FEES](#)

RECOMMENDATION:

Staff recommends City Council give the City Manager, or her designee, the authority to issue refunds for retail cannabis application fees.

**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. [APPEAL OF PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 \(SOUTH COAST SAFE ACCESS\)](#)

RECOMMENDATION:

Staff recommends the City Council:

- Uphold the Planning Commission's decision and adopt a Resolution to deny Planning Application 22-21; or
- Overturn the Planning Commission's decision and adopt a Resolution to approve Planning Application 22-21, subject to conditions of approval; or
- Remand Planning Application 22-21 back to the Planning Commission to reconsider the matter.

**Attachments:** [1. Resolution for Denial](#)  
[2. Resolution for Approval](#)  
[3. Filed Appeal Application & Applicant Supplemental Info](#)  
[4. Planning Commission Resolution PC-2022-33](#)  
[5. Planning Commission Minutes](#)  
[6. Site Photos](#)  
[7. Project Plans](#)  
[8. Public Comments](#)

**OLD BUSINESS: NONE.**



**NEW BUSINESS: NONE.**

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

**ADJOURNMENT**



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1088

**Meeting Date:** 2/21/2023

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**TITLE:**

Proclamation: Teen Dating Violence Awareness Month 2023

**DEPARTMENT:** City Manager's Office



**WHEREAS,** Teen dating violence, also known as dating abuse, is a serious and growing problem throughout California; and

**WHEREAS,** Each year, an estimated 1 in 12 high school students is physically hurt on purpose by a dating partner, and 1 in 3 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and

**WHEREAS,** 1 in 11 female teens & 1 in 15 male teens reported experiencing physical violence in the last year; and

**WHEREAS,** organizations such as Human Options are igniting social change by educating Orange County to recognize relationship violence as an issue that threatens everyone, advocating for those affected by abuse, extending a safe place for victims, and empowering survivors on their journey of healing; and

**WHEREAS,** the theme for Human Options February campaign is “**#HEALTHYLOVE, The New Normal,**” and all those participating are encouraged to wear orange to raise awareness about dating violence; and

**WHEREAS,** Teen dating violence intervention and prevention programs can help to ensure a positive school climate and safe learning environment for all youth ages 12 to 24; and

**WHEREAS,** Education and outreach programs to community members address warning signs of teen dating violence among youth before behaviors escalate and protect the safety of targeted youth; and

**WHEREAS,** multiple strategies are required, such as teaching safe and healthy relationship skills, engaging influential adults and peers, disrupting the developmental pathways toward partner violence, creating protective environments, strengthening economic support for families, and supporting survivors to increase safety and lessen harm; and

**WHEREAS,** Teen dating violence has been linked to other forms of violence and aggression against peers, including bullying, sexual harassment, sexual violence, and physical violence; and

**WHEREAS,** Survivors of teen dating violence have increased risk for truancy, dropout, teen pregnancy, suicide, having eating disorders, and engaging in other harmful behaviors such as the use of alcohol, tobacco, and other drugs; and

**WHEREAS,** the City of Costa Mesa is committed to engaging teens and adults to promote social norms that support healthy relationships to transform our communities and ensure everyone has access to the tools to intervene when they witness teen dating violence.

**NOW, THEREFORE, I,** John B Stephens, Mayor of the City of Costa Mesa, do hereby proclaim February 2023 as Teen Dating Violence Awareness and Prevention Month. I encourage community leaders to empower and educate teens to develop healthy and violence-free relationships throughout their lives, raise awareness about the dynamics of teen dating violence, and support youth in learning the skills to have safe and healthy relationships.

**Dated** this 21<sup>st</sup> day of February 2023.

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John B. Stephens, Mayor of the City of Costa Mesa



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1089

**Meeting Date:** 2/21/2023

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**TITLE:**

Presentation: Theodore Robins Ford 100-Year Anniversary

**DEPARTMENT:** City Manager's Office



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1082

**Meeting Date:** 2/21/2023

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**TITLE:**

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

**RECOMMENDATION:**

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1083

**Meeting Date:** 2/21/2023

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**TITLE:**

**READING FOLDER**

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

**RECOMMENDATION:**

City Council receive and file Claims received by the City Clerk: Southern California Edison (Leslie Murtaugh), Wendy and Steven Fink, Brenda Carol Kittle, Juan Jose Rodriguez.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1085

**Meeting Date:** 2/21/2023

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**TITLE:**

**ADOPTION OF WARRANT RESOLUTION**

**DEPARTMENT:** Finance Department

**PRESENTED BY:** Carol Molina, Finance Director

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

**RECOMMENDATION:**

City Council approve Warrant Resolution No. 2694.

**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. 23-02 "A" Off Cycle for \$1,137.48 and 23-03 On Cycle for \$2,986,359.55 and City operating expenses for \$ 2,772,733.54.

Report ID: CCM20010

City of Costa Mesa Accounts Payable  
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jan 26, 2023

Run Time 4:21:53 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240914	01/27/23	O	AT & T <i>Line Description: Overflow</i>	0000001107	0.00
0240960	01/27/23	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<b>TOTAL</b>					<b>0.00</b>

0 \* \*

2,955,81 +

1,295,917.04 +

002

1,298,872.85 \*

End of Report



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240900	01/27/23	P	Admin Sure Inc	0000021568	16,154.80
			Line Description: Consult-Workers Comp TPA Feb23		
0240901	01/27/23	P	All American Asphalt	0000000971	429,567.10
			Line Description: Retention #21-03/400015		
			Street Rehab #21-03/400015		
0240902	01/27/23	P	BrightView Landscape Services Inc	0000026055	197,005.05
			Line Description: City Landscape Maint Svs Dec22		
0240903	01/27/23	P	Dell Computer Corp	0000001962	34,564.84
			Line Description: COMPUTER EQUIPMENT		
			SALES TAX (7.75%)		
			POWEREDGE R350		
			POWEREDGE R650		
0240904	01/27/23	P	FM Thomas Air Conditioning Inc	0000017151	51,238.25
			Line Description: Retention Proj #21-09/200040		
			HVAC Replacement #21-09/200040		
0240905	01/27/23	P	Jones & Mayer	0000014653	148,618.36
			Line Description: 113932-Bernard/Charlie St.		
			113928-544 Bernard Appeal		
			113927-440 Fair Dr/1179 NP		
			113966-Planning Commission		
			113974-Socal Recovery, LLC		
			113945-D'Alessio Investment		
			113964-Parks&Community Svs		
			113968-Police Dept/440 Fair		
			113949-FDC		
			113963-Opiod		
			113941-Council		
			113950-Finance		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		<i>Line Description:</i>	113955-Housing		
			113976-Tippett		
			113942-COVID-19		
			113972-Schaefer		
			Human Resources		
			113933-Camp Lila		
			113947-Dion&Sons		
			113951-Fire Dept		
			113937-City Clerk		
			113970-Recreation		
			113925-277 Mesa Dr		
			113967-Police Dept		
			113969-Public Srvs		
			113922-1963 Wallace		
			113926-2879 Mendoza		
			113931-Armand/Blood		
			113939-City Manager		
			113965-Peper, Aidia		
			113977-Windward Way		
			113924-2162 Maple St		
			113930-840 Center St		
			113936-City Attorney		
			113929-544 Bernard St		
			113938-City Clerk PRR		
			113954-Hauck, Michael		
			113958-Leaman, Carrin		
			113959-Lehman/Freeman		
			113960-Moyer, Danielle		
			113962-Ohio House LLC		
			107567-PD/PRA Training		
			113919-1269&1273 Baker		
			113920-153 Del Mar Ave		
			113952-Garten, Jessica		
			113971-Risk Management		
			113923-2104 Wallace Ave		
			113940-Code Enforcement		
			113943-Cruz, Rhonda Vera		
			113944-D'Alessio Appeal		
			113946-Development Srvs		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 113957-Information Tech 113961-Murtaugh, Leslie 113973-Shalhoub, Martha 113975-Successor Agency 113992-Valdez, Jose OIS 113921-1858 Newport Blvd 113934-Carrera, Francisco 113935-Cervantes, Martha 113948-Donaldson, Eloise 113953-H3 Ministries App 113991-Litigation-Penfil		
0240906	01/27/23	P	Newport Center Animal Hospital	0000025961	20,000.00
			<i>Line Description:</i> December 2022 Srvs		
0240907	01/27/23	P	Newport Mesa Unified School District	0000003339	22,307.22
			<i>Line Description:</i> Developer Fee-Dec 2022 Developer Fee-Nov 2022		
0240908	01/27/23	P	Pinnacle Petroleum, Inc	0000029315	70,019.32
			<i>Line Description:</i> Unleaded Fuel-PD Unleaded Fuel-Corp Yard Unleaded Fuel- PD Tank 7		
0240909	01/27/23	P	Quinn Company	0000015404	64,765.21
			<i>Line Description:</i> Generator Rental FS4 Exhaust Filter Repair @ FS#4 E Generator Rental FS4 Generator Rental		
0240910	01/27/23	P	Trellis	0000025584	24,266.22
			<i>Line Description:</i> Trellis CIT Prog Dec 2022 ARPA ARPA Grant-CIT Prog Costs		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240911	01/27/23	P	Ware Disposal Inc	0000000255	17,224.73
		<i>Line Description:</i>	CM Bulky Item Jan 23 Solid Waste Coll Srvs City Fac		
0240912	01/27/23	P	AT & T	0000001107	219.35
		<i>Line Description:</i>	Internet-Skate Park Camera Internet-Fleet Srvs Internet-Fleet Srvs		
0240913	01/27/23	P	AT & T	0000001107	6,878.76
		<i>Line Description:</i>	Smallwood Park Local Usage Metro Net PRI Circuit Inbound Red Phone Fire Sta#5 Red Phone Fire Sta#3 Red Phone Fire Sta#2 Red Phone Fire Sta#1 Red Phone Fire Sta#4 Red Phone Fire Sta#6 Wakeham Park Senior Center Fire Alarm Syste IT Computer Room Lions Park Estancia Park Fire Emergency Line Jack Hamett Sports Complex Outgoing Trunk Line DID Trunk Line PD Emergency Line Balearic Center Fax DSL Line for Traffic Operation Fire Sta#1 Fire Alarm System 800 Mhz Radio Link 2310 Placentia Irrigation		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> TeWinkle Park Cool Line for PD DRC Fire Alarm Senior Center Fire Alarm Syste DRC Alarm Senior Center Elevator		
0240915	01/27/23	P	AT & T	0000001107	357.88
			<i>Line Description:</i> 911 Cama Trucks 911 Cama Trucks		
0240916	01/27/23	P	AT & T Mobility	0000001107	89.94
			<i>Line Description:</i> Cell Phone Charges 10/12-11/11		
0240917	01/27/23	P	AT & T Teleconference Services	0000001107	134.75
			<i>Line Description:</i> Teleconference Srvs for Nov 22		
0240918	01/27/23	P	All City Management Services Inc	0000009480	13,279.07
			<i>Line Description:</i> School Crossing Guards Svs		
0240919	01/27/23	P	Bracken's Kitchen Inc	0000029468	12,469.82
			<i>Line Description:</i> Brdg Shltr Meal Svs 12/19-1/1		
0240920	01/27/23	P	Bruce Kelber	0000011340	90.00
			<i>Line Description:</i> Basketball Referee		
0240921	01/27/23	P	Bureau Veritas North America Inc	0000016616	1,298.00
			<i>Line Description:</i> Revised-Consult Plan Check Svs		
0240922	01/27/23	P	CBE	0000015149	340.48
			<i>Line Description:</i> Copier Maint 11/5-12/4/22		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240923	01/27/23	P	California Building Standards Commission	0000020577	1,840.60
			Line Description: Bldg Standard Fees Jul-Sep 22		
0240924	01/27/23	P	Canon Financial Services Inc	0000023241	447.76
			Line Description: Copier Lease-Jan 23, late fee		
			Copier Lease-1/20-2/19/23		
0240925	01/27/23	P	City Net	0000029222	11,782.99
			Line Description: City St Outreach Svs Dec 22		
0240926	01/27/23	P	Connell Chevrolet	0000001763	104.95
			Line Description: 502-Sensor & Outlet		
0240927	01/27/23	P	Cristando House Inc	0000001872	480.00
			Line Description: Post Training		
0240928	01/27/23	P	DLT Solutions LLC	0000007986	5,075.19
			Line Description: CIVIL 3D GOVERNMENT SINGLE USE		
			REVIT 2023 GOVERNMENT SINGLE U		
0240929	01/27/23	P	Daniels Tire Service	0000001922	6,273.41
			Line Description: Fleet Roadside Svc		
			Warehouse Stock		
0240930	01/27/23	P	Department of Conservation	0000001530	9,451.23
			Line Description: SMIP Fees Collected Jul-Sep 22		
0240931	01/27/23	P	Division of the State Architect	0000021296	908.10

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Disability Access Ed Fee		
0240932	01/27/23	P	Dixon Resources Unlimited	0000027441	1,658.75
			<i>Line Description:</i> Citywide Parking Study		
0240933	01/27/23	P	Enterprise Rent A Car	0000002131	8,948.60
			<i>Line Description:</i> Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
			Undercover Car Rental		
0240934	01/27/23	P	Fair Housing Foundation	0000019956	1,560.44
			<i>Line Description:</i> Fair Housing Svs-Dec 2022		
0240935	01/27/23	P	Fuel Pros Inc	0000026476	900.00
			<i>Line Description:</i> Monthly DO		
			Monthly DO		
			Monthly DO		
			Monthly DO		
0240936	01/27/23	P	Galls LLC	0000002297	6,245.87
			<i>Line Description:</i> Uniform-Custody OFC K Ramirez		
			Uniform-Officer E Martin		
			Uniform-Records Tech D Whitehe		
			Uniform- Sgt M Peters		
			Uniform-Recruit S Costa		
			Uniform- Custody OFC C Gonzale		
			Uniform-Officer M Garcia		
			Safety Vest-Cpt J LaPointe		
			Safety Vest-Sgt S Luczkiewicz		
			Revised-Uniform-OFC C Cordero		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Revised-Uniform-OFC R Novikoff Safety Vest- Officer J Roman Uniform-Solares, Villalobos, Dai		
0240937	01/27/23	P	Gillis & Panichapan Architects Inc	0000027487	4,141.93
			<i>Line Description:</i> Design of CMPD Shooting Range		
0240938	01/27/23	P	Granicus LLC	0000015382	11,282.44
			<i>Line Description:</i> ANNUAL MAINTENANCE		
0240939	01/27/23	P	HdL Coren & Cone	0000007882	4,591.51
			<i>Line Description:</i> Contract Svs Prop Tax Oct-Dec		
0240940	01/27/23	P	Hirsch Pipe & Supply Company Inc	0000026475	989.30
			<i>Line Description:</i> Plumbing Supplies Plumbing Supplies		
0240941	01/27/23	P	Irv Seaver Motorcycles	0000010272	841.92
			<i>Line Description:</i> Stock-Brakes, Battery AGM		
0240942	01/27/23	P	Joe Mar Polygraph & Investigation	0000027462	1,350.00
			<i>Line Description:</i> Pre Employment Polygraph		
0240943	01/27/23	P	Johnson Controls Fire Protection LP	0000026089	2,797.75
			<i>Line Description:</i> Fire/Life/Safety Inspection/Sv		
0240944	01/27/23	P	Knorr Systems Inc	0000005036	517.31
			<i>Line Description:</i> Pool Chemical		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240945	01/27/23	P	LINA	0000015623	50.00
			Line Description: NYL Admin LTD Fees Dec 22		
0240946	01/27/23	P	LexisNexis Risk Data Management Inc	0000019179	288.00
			Line Description: Public Records Access-Investig		
0240947	01/27/23	P	Merrimac Energy Group	0000021566	6,732.20
			Line Description: Siesel Fuel-FS5		
			Diesel Fuel-FS1		
			Diesel Fuel-Corp Yard		
0240948	01/27/23	P	Mesa Smog	0000020735	42.75
			Line Description: Smog Inspection 702		
0240949	01/27/23	P	MetLife Legal Plans Inc	0000014707	2,925.00
			Line Description: Legal 2022		
0240950	01/27/23	P	Mobile Home Improvement	0000015213	12,990.00
			Line Description: HCD Rehabilitation Grant-Debra		
			HCD Rehabilitation Grant-Charl		
0240951	01/27/23	P	National Safety Compliance Inc	0000020714	248.85
			Line Description: DOT Random Drug Testing		
0240952	01/27/23	P	Nico Hospitality LLC	0000028926	831.53
			Line Description: Hotel Occupancy-Taman Mccal		
0240953	01/27/23	P	Omari Smith	0000029906	120.00
			Line Description: Basketball Referee		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240954	01/27/23	P	Proactive Engineering Consultants Inc	0000028916	11,160.00
			Line Description: Westside Storm Drain Improv		
0240955	01/27/23	P	Rincon Truck Center Inc	0000013236	38.13
			Line Description: 15 PSI Spinlock-Stock		
			Fire Parts-Stock		
			Stock-Core Return		
0240956	01/27/23	P	Sagecrest Planning & Environmental	0000025748	12,000.00
			Line Description: Staffing Svcs- Michelle		
0240957	01/27/23	P	Scott Fazekas & Associates Inc	0000003961	637.62
			Line Description: Consultants Plan Check Svcs		
0240958	01/27/23	P	Sean Simon	0000029869	210.00
			Line Description: Basketball Referee		
			Basketball Referee		
0240959	01/27/23	P	Southern California Edison Company	0000004088	6,350.92
			Line Description: 308 University 12/14-1/11/23		
			1560 Adams 12/14-1/11/23		
			782 Shalimar 12/9-1/8/23		
			3175 Airway 12/12-1/09/23		
			Medians 12/8-1/11/23		
			980 Arlington 12/12-1/9/23		
			980 Arlington 12/12-1/9/23		
			1050 Arlington		
			1071 Arlington 12/12-1/9/23		
			3191 Redhill 12/12-1/9/23		
			3190 Redhill 12/12-1/9/23		
			1350 S Coast 12/9-1/8/23		
			1256 Adams 12/13-1/10/23		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			410 Merrimac 12/13-1/10/23		
			2783 Bristol 12/17-1/17/23		
			2917-3171 Redhill 12/19-1/18/2		
			401 Broadway 12/16-1/16/23		
			199 Broadway 12/16-1/16/23		
			Arlington 12/12-1/9/23		
			2612 Harbor 12/16-1/16/23		
			2885 Fairview 12/16-1/16/23		
			2944 Bristol 12/16-1/16/23		
			1040 Paularino 12/17-1/17/23		
			1071 Bristol 12/19-1/18/23		
			3190 1/2 Redhill 12/12-01/10/2		
			410 Merrimac 12/13-1/10/23		
			152 Baker 12/12-1/9/23		
			350 Bristol 12/12-1/9/23		
			734 James 12/8-1/6/23		
			744 James 12/8-1/6/23		
			745 W 18th 12/8-1/6/23		
			707 W 18th 12/8-1/6/23		
			740 James 12/8-1/6/23		
			707 W 18th 12/8-1/6/23		
			567 W 18th 12/8-1/6/23		
			717 & 72 James 12/8-1/6/23		
			1940 Placentia 12/8-1/6/23		
			2293 Canyon 12/8-1/6/23		
			360 Ogle 12/13-1/10/23		
			1587 Sunflower 12/9-1/8/23		
0240961	01/27/23	P	Southern California Gas Company	0000004092	2,423.69
<i>Line Description:</i>					
			FS #1 11/26-12/27/22		
			Bridge Shelter 012/12-1/11/23		
			FS #6 11/29-12/29/22		
			FS #2 11/23-12/22/22		
			BCC 11/26-12/27/22		
0240962	01/27/23	P	Spectrum Gas Products	0000012653	199.60
<i>Line Description:</i>					
			Oxygen Medical		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240963	01/27/23	P	State of California Dept of Justice	0000001534	1,879.00
			Line Description: Livescan/Fingerprinting Servc DOJ Fingerprint Dec 2022 Livescan/Fingerprinting Dec 22		
0240964	01/27/23	P	Stryker Sales Corp	0000022385	2,153.88
			Line Description: SMART PAK GURNEY BATTERIES SALES TAX (7.75%) SHIPPING		
0240965	01/27/23	P	The Code Group Inc	0000025073	99.84
			Line Description: Plan Check Svcs		
0240966	01/27/23	P	Time Warner Cable	0000011202	1,922.44
			Line Description: 3175 Airway Ave B Ethernet HVAC Alarm-Library 3175 Airway Ave B Internet BS Cable Services Bridge Shelter 3175 Airway Ave B Bridge Shelt 2310 Placentia A Internet/Cabl Cable Box Upgrade for 2nd Fl Equipment Charges Internet Services Senior Cente Cable Svcs-City Hall Cable Svcs-City Hall Internet Svcs-Fire Sta#4		
0240967	01/27/23	P	Townsend Public Affairs Inc	0000021510	6,500.00
			Line Description: Grant Writing Legislative Svcs		
0240968	01/27/23	P	US Postal Service	0000004376	10,000.00
			Line Description: Postage Meter- January 2022		

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0240969	01/27/23	P	United Site Services of California Inc	0000015552	116.19
		<i>Line Description:</i>	Portable Toilet Srvs 12/22/22		
			Portable Toilet Srvs 12/28/22		
			Portable Toilet Srvs 12/15/22		
			Portable Toilet Srvs12/1-12/31		
0240970	01/27/23	P	Verizon Wireless	0000008717	1,283.07
		<i>Line Description:</i>	DS Cell Phones 12/18-1/17/23		
0240971	01/27/23	P	WEX Health Inc	0000029308	421.40
		<i>Line Description:</i>	Admin Fees-FSA Dec 2022		
0240972	01/27/23	P	Waxie Sanitary Supply	0000004480	167.43
		<i>Line Description:</i>	Conquistador Concentrated		
0240973	01/27/23	P	Xerox Financial Services	0000010450	1,046.30
		<i>Line Description:</i>	Annual Renewal Lease of Copier		
<b>TOTAL</b>					<b>\$1,295,917.04</b>

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014696	01/27/23	P	Alissa Alvarez Erlach	0000027047	62.88
			Line Description: Property & Evidence Mgt		
014697	01/27/23	P	Ameerah Ghaznavi	0000029966	37.19
			Line Description: Mileage Exp Reimb		
014698	01/27/23	P	Arnold Alegado	0000022089	24.00
			Line Description: Active Shooter Incidents Mgnt		
014699	01/27/23	P	Blake Cole	0000029962	143.43
			Line Description: Fire Investigation 1A		
014700	01/27/23	P	Brian Hernandez	0000019509	6.00
			Line Description: UAS Crowd Mgnt		
014701	01/27/23	P	Christopher Mezzo	0000029558	16.00
			Line Description: Adv Roadside Impaired Driving		
014702	01/27/23	P	Daniel Holl	0000023321	24.00
			Line Description: Active Shooter Incident Mgnt		
014703	01/27/23	P	Darren DeFluiter	0000006106	250.00
			Line Description: Paramedic License Renewal		
014704	01/27/23	P	Doris Cattouse	0000029965	185.00
			Line Description: Chemical Immobilization		
014705	01/27/23	P	Francine Jimenez	0000029963	338.54
			Line Description: Christmas Tree for City Hall		

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014706	01/27/23	P	George Maridakis	0000018528	16.00
			Line Description: Narcotics Detection Rcert		
014707	01/27/23	P	James Haney	0000029091	16.00
			Line Description: Adv Roadside Impaired Driving		
014708	01/27/23	P	Jared Osborn	0000029408	16.00
			Line Description: Adv Roadside Impaired Driving		
014709	01/27/23	P	Jesse Chartier	0000023836	110.00
			Line Description: CnineProgram Mgmt		
014710	01/27/23	P	Jordan Kiesz	0000026660	250.00
			Line Description: Paramedic License Renewal		
014711	01/27/23	P	Joshua Kuo	0000010901	185.00
			Line Description: Sherman Block SLI #5		
014712	01/27/23	P	Laura Reeker	0000029788	216.77
			Line Description: Humane Law Endorcement Academy		
014713	01/27/23	P	Matthew Grimmond	0000005711	32.00
			Line Description: Management Course C		
014714	01/27/23	P	Monica Trujillo	0000029969	25.00
			Line Description: CAPE Banquet/Training		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

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Run Date Jan 26, 2023

Run Time 4:43:39 PM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014715	01/27/23	P	Nick Wilson	0000025711	500.00
			Line Description: Clothing Allowance 22-23		
014716	01/27/23	P	Rene Jimenez	0000029967	17.00
			Line Description: Court Parking		
			Court Parking Exp Reimb		
014717	01/27/23	P	Roxi Fyad	0000025395	40.00
			Line Description: Supervisor Leadership Institut		
014718	01/27/23	P	Stacy Teran	0000029964	179.00
			Line Description: CCAC Conf		
014719	01/27/23	P	Travis Johnson	0000021574	250.00
			Line Description: Paramedic License Renewal		
014720	01/27/23	P	Troy Hinrichs	0000024428	16.00
			Line Description: Civilian Police Leadership		
TOTAL					\$2,955.81

End of Report



City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241166	02/03/23	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 23-03		
0241167	02/03/23	P	CalPERS Long-Term Care Program	0000006287	184.27
			Line Description: Payroll Deduction 23-03		
0241168	02/03/23	P	California State Disbursement Unit	0000017443	1,328.30
			Line Description: Payroll Deduction 23-03		
0241169	02/03/23	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 23-03		
TOTAL					\$2,272.57

0 \* \*

2,272.57 +

57,801.09 +

614,989.69 +

210,030.16 +

22,037.09 +

19,361.13 +

006

926,491.73 \*

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240974	01/31/23	P	Antonio Macias	0000021817	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
0240975	01/31/23	P	Barbara Tintle	0000016912	807.06
			Line Description: Qtrly Retiree Medical Payments		
0240976	01/31/23	P	Bonnie Kubota	0000005792	555.05
			Line Description: Qtrly Retiree Medical Payments		
0240977	01/31/23	P	Bradley Whiteaker	0000000341	807.06
			Line Description: Qtrly Retiree Medical Payments		
0240978	01/31/23	P	Burton Santee	0000003920	807.06
			Line Description: Qtrly Retiree Medical Payments		
0240979	01/31/23	P	Chano Camarillo	0000001558	354.26
			Line Description: Qtrly Retiree Medical Payments		
0240980	01/31/23	P	Chris Holmes	0000002557	446.04
			Line Description: Qtrly Retiree Medical Payments		
0240981	01/31/23	P	Chris Reed	0000003777	423.56
			Line Description: Qtrly Retiree Medical Payments		
0240982	01/31/23	P	Dan Mudra	0000006272	942.00
			Line Description: Qtrly Retiree Medical Payments		
0240983	01/31/23	P	David Alkema	0000000970	681.05
			Line Description: Qtrly Retiree Medical Payments		

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0240984	01/31/23	P	Deanna Reed	0000002777	555.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240985	01/31/23	P	Dennis Barton	0000001209	208.53
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240986	01/31/23	P	Diane J Moore	0000003221	261.08
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240987	01/31/23	P	Don Boynton	0000015805	312.45
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240988	01/31/23	P	Eric Engle	0000002128	520.44
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240989	01/31/23	P	Frank Barraza	0000026939	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240990	01/31/23	P	Frank Rudisill	0000003871	787.77
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240991	01/31/23	P	Frederick Merrill	0000005365	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0240992	01/31/23	P	Fredric Wagner	0000004444	1,009.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0240993	01/31/23	P	Gary Bray	0000005933	787.77
			Line Description: Qtrly Retiree Medical Payments		
0240994	01/31/23	P	Gary Golson	0000002370	492.05
			Line Description: Qtrly Retiree Medical Payments		
0240995	01/31/23	P	Glen Stroud	0000006152	523.55
			Line Description: Qtrly Retiree Medical Payments		
0240996	01/31/23	P	Harold Arnold	0000001076	807.06
			Line Description: Qtrly Retiree Medical Payment		
0240997	01/31/23	P	Harold Newbern	0000013391	807.06
			Line Description: Qtrly Retiree Medical Payment		
0240998	01/31/23	P	Henry Santo	0000003921	942.00
			Line Description: Qtrly Retiree Medical Payment		
0240999	01/31/23	P	James Boucher	0000021818	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241000	01/31/23	P	James Parnell	0000003558	492.05
			Line Description: Qtrly Retiree Medical Payment		
0241001	01/31/23	P	James Sollday	0000015717	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241002	01/31/23	P	Jeffrey Horn	0000009003	697.05
			Line Description: Qtrly Retiree Medical Payment		

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

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0241003	01/31/23	P	John E Fitzpatrick	0000002234	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241004	01/31/23	P	John Pherrin	0000006031	618.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241005	01/31/23	P	Karin Robinson	0000008079	266.23
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241006	01/31/23	P	Karl J Verhoef	0000004410	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241007	01/31/23	P	Keith M Jones	0000002776	942.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241008	01/31/23	P	Keith Van Holt	0000007339	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241009	01/31/23	P	Kenneth Soltis	0000007968	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241010	01/31/23	P	Kevin Gleason	0000006350	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241011	01/31/23	P	Klaus Straschil	0000004169	492.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241012	01/31/23	P	Larry Arruda	0000001080	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241013	01/31/23	P	Larry M Hicks	0000002525	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241014	01/31/23	P	Lawrence P Torres	0000004278	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241015	01/31/23	P	Lawrence Stice	0000015806	942.00
			Line Description: Qtrly Retiree Medical Payment		
0241016	01/31/23	P	Lou Steiner	0000005965	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241017	01/31/23	P	Marilyn Ellis-Hollobaugh	0000002108	492.05
			Line Description: Qtrly Retiree Medical Payment		
0241018	01/31/23	P	Merton Switzer	0000004204	184.31
			Line Description: Qtrly Retiree Medical Payment		
0241019	01/31/23	P	Michael Basso	0000021265	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241020	01/31/23	P	Michael Moran	0000018227	446.04
			Line Description: Qtrly Retiree Medical Payment		
0241021	01/31/23	P	Michael Swanson	0000006237	1,009.50
			Line Description: Qtrly Retiree Medical Payment		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241022	01/31/23	P	Michael Treanor	0000006788	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241023	01/31/23	P	Michael V Ginther	0000002339	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241024	01/31/23	P	Michael W Carver	0000001599	997.05
			Line Description: Qtrly Retiree Medical Payment		
0241025	01/31/23	P	Neil Leveratt	0000002948	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241026	01/31/23	P	Pamela S Greene	0000005256	288.71
			Line Description: Qtrly Retiree Medical Payment		
0241027	01/31/23	P	Patricia Novack	0000012034	744.06
			Line Description: Qtrly Retiree Medical Payment		
0241028	01/31/23	P	Perry J Grant	0000008771	744.06
			Line Description: Qtrly Retiree Medical Payment		
0241029	01/31/23	P	Peter Merritt	0000005114	787.77
			Line Description: Qtrly Retiree Medical Payment		
0241030	01/31/23	P	Peter Tenace	0000007198	261.08
			Line Description: Qtrly Retiree Medical Payment		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241031	01/31/23	P	Robert B Phillips	0000005388	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241032	01/31/23	P	Robert Beauchamp	0000001223	492.05
			Line Description: Qtrly Retiree Medical Payment		
0241033	01/31/23	P	Robert Ciszek	0000001670	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241034	01/31/23	P	Robert Fate	0000002183	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241035	01/31/23	P	Robert L Taylor	0000006299	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241036	01/31/23	P	Roger Neth	0000003312	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241037	01/31/23	P	Ronald A Smith	0000004053	446.04
			Line Description: Qtrly Retiree Medical Payment		
0241038	01/31/23	P	Rulon Hatch	0000006012	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241039	01/31/23	P	Sam Nguyen	0000021573	368.45
			Line Description: Qtrly Retiree Medical Payment		
0241040	01/31/23	P	Scott Broussard	0000001420	946.95
			Line Description: Qtrly Retiree Medical Payment		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241041	01/31/23	P	Sheila Maurice	0000003091	261.08
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241042	01/31/23	P	Stanley Borek	0000001347	345.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241043	01/31/23	P	Steven Spielberg	0000004127	747.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241044	01/31/23	P	Teresa Peterson Goerke	0000016963	396.75
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241045	01/31/23	P	Thomas Banks	0000021751	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241046	01/31/23	P	Thomas Hamilton	0000012365	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241047	01/31/23	P	Thomas MacDuff	0000006064	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241048	01/31/23	P	Thomas Neth	0000007978	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
0241049	01/31/23	P	Thomas Stewart	0000006560	396.75
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

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Run Date Feb 02, 2023

Run Time 2:16:17 PM

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Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241050	01/31/23	P	Tracy Jones	0000002778	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
0241051	01/31/23	P	Ursula Basich	0000022488	597.01
			Line Description: Qtrly Retiree Medical Payment		
0241052	01/31/23	P	Ve Tran	0000004296	807.06
			Line Description: Qtrly Retiree Medical Payment		
0241053	01/31/23	P	Victor Clift	0000008954	366.04
			Line Description: Qtrly Retiree Medical Payment		
0241054	01/31/23	P	Virginia Anderson	0000008307	208.53
			Line Description: Qtrly Retiree Medical Payment		
0241055	01/31/23	P	William Todd	0000004269	177.03
			Line Description: Qtrly Retiree Medical Payment		
TOTAL					\$57,801.09

End of Report

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241056	02/03/23	P	AFLAC	0000012253	24,456.44
		Line Description:	Accident Ins Prem-Dec 2022 STD-Dec 2022 Cancer Ins Prem-Dec 2022		
0241057	02/03/23	P	Benefit Coordinators Corp	0000029594	40,604.10
		Line Description:	Vision Ins Prem-Jan 23 Delta Dental-Jan 2023		
0241058	02/03/23	P	Bentley Mills, Inc.	0000029938	17,715.83
		Line Description:	Carpet Installation @ CityHall		
0241059	02/03/23	P	Bound Tree Medical LLC	0000011695	15,457.61
		Line Description:	EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies		
0241060	02/03/23	P	David Volz Design	0000004828	29,093.30
		Line Description:	JH Update Thru 4/30/22 JH Update Thru 6/30/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: JH Update Thru 7/31/22 JH Update Thru 3/31/22		
0241061	02/03/23	P	Davis Farr LLP	0000023871	21,750.00
			Line Description: FY 21-22 Aduit Svc		
0241062	02/03/23	P	Dell Computer Corp	0000001962	37,762.90
			Line Description: DELL LATITUDE 5531 SALES TAX (7.75%) ENVIRONMENTAL FEE DELL DOCKING STATION DELL ULTRASHARP MONITORS SALES TAX (7.75%) ENVIRONMENTAL FEE COMPUTER EQUIPMENT		
0241063	02/03/23	P	FM Thomas Air Conditioning Inc	0000017151	18,074.32
			Line Description: HVAC Maint-Oct 2022 HVAC Maint-Nov 2022 HVAC Maint-Dec 2022 HVAC Maint-Jan 2023		
0241064	02/03/23	P	Interwest Consulting Group Inc	0000021505	16,685.00
			Line Description: I405 Fwy Proj-Nov 22 I405 Fwy Proj-Dec 2022 CIP Support-Dec 2022 NPDES/WQMP Support-Dec 2022 Public Svc-Dec 2022		
0241065	02/03/23	P	PTM General Engineering Services Inc	0000020179	16,601.81
			Line Description: Retention Proj #21-01		
0241066	02/03/23	P	Park Consulting Group, Inc	0000029398	38,500.00

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Automation Items		
0241067	02/03/23	P	Pinnacle Petroleum, Inc	0000029315	18,330.16
			Line Description: Diesel Fuel-PD		
0241068	02/03/23	P	Siemens Industry Inc	0000002904	15,911.07
			Line Description: Equipment Repair		
			HVAC Repairs & City Hall : EME		
			HVAC Repairs & City Hall : EME		
			HVAC Repairs & City Hall : EME		
0241069	02/03/23	P	The Code Group Inc	0000025073	15,930.94
			Line Description: 2 Consultant Investors		
			Professional Fees Oct 2022		
0241070	02/03/23	P	West Coast Arborists Inc	0000004498	29,251.55
			Line Description: Tree Maintenance		
0241071	02/03/23	P	4Leaf Inc	0000029711	3,000.00
			Line Description: Consultant Inspector-M Johnson		
0241072	02/03/23	P	AC Pozos Electric Corp	0000017868	1,503.40
			Line Description: Electrical Repair @ Vista Pk		
			Electrical Repair @ Jack Hamme		
0241073	02/03/23	P	AT & T Teleconference Services	0000001107	445.53
			Line Description: Teleconference Svcs Dec22		
0241074	02/03/23	P	Agriserve Pest Control Inc	0000025268	968.00
			Line Description: Fruit Suppression		
			Fruit Suppression		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Fruit Suppression		
0241075	02/03/23	P	Animal Pest Management Services Inc	0000001049	1,840.00
			<i>Line Description:</i> Weed Abatement Svs-Dec 2022		
0241076	02/03/23	P	BIT Pros Inc	0000029087	1,220.89
			<i>Line Description:</i> Coolant Leak Fix-#526		
0241077	02/03/23	P	BKF Engineers	0000024944	4,438.90
			<i>Line Description:</i> Placentia Stormwater 8/22-9/25		
0241078	02/03/23	P	Beginners Edge Sports Training LLC	0000027270	1,160.25
			<i>Line Description:</i> Instruction Payment-Winter2023		
0241079	02/03/23	P	BrightView Landscape Services Inc	0000026055	4,247.78
			<i>Line Description:</i> Replace Backflow-Fairview Pk		
0241080	02/03/23	P	Bruce Montgomery	0000029690	670.24
			<i>Line Description:</i> Refund Permit #BC21-00638		
0241081	02/03/23	P	CAPE	0000001569	100.00
			<i>Line Description:</i> 2023 Mbrshp-Erlach 2023 Mbrsp-Carpenter		
0241082	02/03/23	P	CAPF	0000004755	2,478.00
			<i>Line Description:</i> Firefighters LTD-Jan 23		
0241083	02/03/23	P	CBE	0000015149	66.09
			<i>Line Description:</i> Copier Maint 12/5/22-1/4/23		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Copier Overage 6/20-7/19/22 Copier Overage 12/5/22-1/4/23 Copier Overage 11/20-12/19/22 Copier Overage 7/20-8/19/22 Copier Overage 8/20-9/19/22 Copier Overage 9/20-10/19/22 Copier Overage 10/20-11/19/22		
0241084	02/03/23	P	CLEA	0000004754	3,321.00
			<i>Line Description:</i> Police Officers LTD-Jan 23		
0241085	02/03/23	P	CSG Consultants Inc	0000001887	8,708.17
			<i>Line Description:</i> Plan Check Plan Check-Dec 22		
0241086	02/03/23	P	Cabco Yellow Inc	0000028576	12,336.25
			<i>Line Description:</i> Sr Transportation Svc-Dec 2022 Sr Mobility Prog-Dec 2022		
0241087	02/03/23	P	California Forensic Phlebotomy Inc	0000001500	6,215.00
			<i>Line Description:</i> Blood Draw Svc-Dec 22		
0241088	02/03/23	P	Chandler Asset Management	0000022081	8,623.33
			<i>Line Description:</i> Asset Mgmt Sep & Dec 2022		
0241089	02/03/23	P	CoStar Realty Information Inc	0000024413	600.00
			<i>Line Description:</i> License Agreement		
0241090	02/03/23	P	Commercial Electric Systems Inc	0000023150	254.29
			<i>Line Description:</i> Gate Wheels		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241091	02/03/23	P	Console Cleaning Specialists INC	0000029445	1,609.30
			Line Description: Sales Tax 7.75%		
			Preventative Maintenance		
			Console Detailed Cleaning		
0241092	02/03/23	P	Consolidated Office Systems	0000018680	7,391.88
			Line Description: Shipping Fee		
			Sales Tax 7.75%		
			Charis w/outheadrest 20.5w/sea		
			Chairs w/outheadrest 19W" seat		
			Chairs w/mesh headrest 20.5"w/		
0241093	02/03/23	P	Crash Data Group Inc	0000025364	641.11
			Line Description: Equipment for Traffic		
0241094	02/03/23	P	Daniels Tire Service	0000001922	1,058.79
			Line Description: Warehouse Stock		
0241095	02/03/23	P	Darlene S Alcaia	0000029668	200.00
			Line Description: Photoboth Svc-12/15/22		
0241096	02/03/23	P	Dispensing Technology Corporation	0000002008	1,974.19
			Line Description: Asphalt Patch		
0241097	02/03/23	P	EVENTography Business Services	0000029169	550.00
			Line Description: Exec Headshots Balance		
0241098	02/03/23	P	Ecolab Pest Elimination	0000024420	775.00
			Line Description: Pest Control-PD		



City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241099	02/03/23	P	Edwin Everett	0000005981	129.29
			Line Description: Blu-Ray Drive		
0241100	02/03/23	P	Endemic Environmental Services Inc	0000021277	13,430.00
			Line Description: FVP Wetland Maint-Dec 2022		
0241101	02/03/23	P	Everett Dorey LLP	0000026882	3,460.95
			Line Description: Legal-Nov 2022		
			Legal Svcs-Dec 2022		
0241102	02/03/23	P	Ferguson Enterprises Inc #1350	0000007785	368.47
			Line Description: Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
0241103	02/03/23	P	Fire Axe Inc.	0000029961	2,068.72
			Line Description: 32" WOOD AXE		
			SALES TAX (7.75%)		
			28" WOOD AXE		
			SALES TAX (7.75%)		
0241104	02/03/23	P	Ford Fleet Care	0000026262	2,742.36
			Line Description: Repair		
0241105	02/03/23	P	G & D Auto Body & Paint	0000004786	11,135.26
			Line Description: Body & Paint Repair-Unit #708		
0241106	02/03/23	P	GBS Linens	0000023879	910.67
			Line Description: Sr Cntr Linens Laundry Svc		



Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241111	02/03/23	P	Idemia Identity & Security USA LLC	0000026790	7,352.65
			<i>Line Description:</i> Livescan System-Final		
0241112	02/03/23	P	Interstate Batteries of California Coast	0000002700	1,334.67
			<i>Line Description:</i> Stock-Battery		
			071-Battery		
			Stock-Core Credit		
			Batteries		
0241113	02/03/23	P	Johnson Controls Fire Protection LP	0000026089	197.75
			<i>Line Description:</i> Fire Alarm Tesing Oct-Dec 22		
0241114	02/03/23	P	Keith L Kilmer	0000028509	4,229.85
			<i>Line Description:</i> Investigative Svcs Aug-Dec 22		
0241115	02/03/23	P	Keith Riggert	0000030000	350.00
			<i>Line Description:</i> Claim Stlmnt 5/21/21		
0241116	02/03/23	P	Kenneth Smith	0000016229	64.50
			<i>Line Description:</i> Refund Citation K167745		
0241117	02/03/23	P	Kimball Midwest	0000006819	270.96
			<i>Line Description:</i> Shop Hardware		
0241118	02/03/23	P	LN Curtis & Sons	0000002983	2,749.70
			<i>Line Description:</i> Fightfighting Equipment (FFE)		
			Fightfighting Equipment (FFE)		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241119	02/03/23	P	Liebert Cassidy Whitmore	0000002960	96.00
			Line Description: Legal Services - PD		
0241120	02/03/23	P	Linscott Law & Greenspan Engineers Inc	0000010877	2,560.00
			Line Description: On-Call Services 2022-2023		
0241121	02/03/23	P	Lucina Towery	0000029976	1,700.00
			Line Description: Claim Stlmnet Loss 9/17/22		
0241122	02/03/23	P	MK Electric Inc	0000029674	853.58
			Line Description: Labor & Parts		
0241123	02/03/23	P	MMASC	0000010997	90.00
			Line Description: Membership Renewal		
0241124	02/03/23	P	Material Damage Appraisal	0000003084	198.00
			Line Description: Damage Estimate-L Towery		
0241125	02/03/23	P	Mercy House	0000003138	13,962.00
			Line Description: 2022-2023 SUBRECIPIENT AGREEME		
0241126	02/03/23	P	Merrimac Energy Group	0000021566	6,514.82
			Line Description: Diesel Fuel-FS1		
			Diesel Fuel- FS6		
			Diesel Fuel-FS2		
			Diesel Fuel-FS5		
0241127	02/03/23	P	Mesa Smog	0000020735	85.50
			Line Description: 217-Smog Test		
			Smog-769		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241128	02/03/23	P	Michael Bialys	0000003685	191.27
			<i>Line Description:</i> Subpoena Dep Rfnd 001-00361598		
0241129	02/03/23	P	Mike Raahauges Shooting Enterprises	0000006853	375.00
			<i>Line Description:</i> Range Fees for SWAT Dec 2022		
0241130	02/03/23	P	Nico Hospitality LLC	0000028926	507.56
			<i>Line Description:</i> Hotel Occupancy- Curt Fritzler Hotel Occupancy-Shannon Olsen		
0241131	02/03/23	P	Niki Parker	0000002913	100.00
			<i>Line Description:</i> Instruction Payment-Fall 2022		
0241132	02/03/23	P	Nutrien AG Solutions Inc	0000026392	3,415.19
			<i>Line Description:</i> Materials for Sports Fields Gypsum for Bark Park Materials for Sports Field		
0241133	02/03/23	P	Omari Smith	0000029906	120.00
			<i>Line Description:</i> Basketball Referee 1/30/23		
0241134	02/03/23	P	Orange County Mosquito & Vector Control	0000021750	180.52
			<i>Line Description:</i> Mosquito&Vector Dec 2022 FVP Inspect&Treat Dec 2022		
0241135	02/03/23	P	Pipe Restoration Solutions Inc	0000029960	7,899.00
			<i>Line Description:</i> Emergency-Clean & CIPP Line ca		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241136	02/03/23	P	Priceless Pet Rescue	0000026000	850.00
			<i>Line Description:</i> Transfer Fees-Dec Adoptions		
0241137	02/03/23	P	Project 529, Inc.	0000029911	5,252.81
			<i>Line Description:</i> 529 Software Subscript		
0241138	02/03/23	P	Project Hope Alliance	0000027373	8,105.48
			<i>Line Description:</i> 2022-2023 SUBRECIPIENT AGREEME		
0241139	02/03/23	P	Prosurface Inc	0000029488	9,750.00
			<i>Line Description:</i> Resurfacing Courts @ Various P Resurfacing Courts @ Various P		
0241140	02/03/23	P	Prudential Overall Supply	0000025480	317.12
			<i>Line Description:</i> Towel Svcs-Dec 2022		
0241141	02/03/23	P	Quality Information Technology	0000029496	6,000.00
			<i>Line Description:</i> LMS Consulting Svcs Dec 2022		
0241142	02/03/23	P	Raphaela Taylor	0000024338	235.00
			<i>Line Description:</i> Rfnd Rec Receipt @2007471.002		
0241143	02/03/23	P	Red Wing Business Advantage Account	0000003772	218.18
			<i>Line Description:</i> Safety Boots for Alex Lopez		
0241144	02/03/23	P	Rincon Truck Center Inc	0000013236	423.97
			<i>Line Description:</i> Filters		
0241145	02/03/23	P	Roy Center	0000002158	202.80

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Instruction Payment-Winter2023		
0241146	02/03/23	P	Rozalyn Romo	0000029621	600.00
			<i>Line Description:</i> Rfnd Rec Receipt #2007464.002		
0241147	02/03/23	P	Sean Simon	0000029869	300.00
			<i>Line Description:</i> Basketball Referee 1/11/23 Basketball Referee 1/30/23 Basketball Referee 1/25/23		
0241148	02/03/23	P	Sharpline Solutions Inc	0000025805	512.84
			<i>Line Description:</i> SHIPPING FEE SALES TAX (7.75%) PORTABLE SIGN BASE TEMPORARY STOP SIGN		
0241149	02/03/23	P	Shawn Graham	0000026919	500.00
			<i>Line Description:</i> Entertainment for Thanksgiving		
0241150	02/03/23	P	Smartsheet Inc	0000027381	1,594.00
			<i>Line Description:</i> Business Plan Licensed Users 1 Smartsheet University Learning		
0241151	02/03/23	P	So Cal Sandbags Inc	0000024349	934.88
			<i>Line Description:</i> Topsoil		
0241152	02/03/23	P	South West Floor Co Inc	0000008705	3,200.00
			<i>Line Description:</i> Maintenance of gym & stage flo		
0241153	02/03/23	P	Southern California Edison Company	0000004695	344.00
			<i>Line Description:</i> St Lt Glaresheild-Flower St		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> St Lt Glareshield-Rural Pl		
0241154	02/03/23	P	The Bank of New York Mellon	0000005664	1,667.59
			<i>Line Description:</i> Qtrly Svc Fee 10/1-12/31/22		
0241155	02/03/23	P	Travis Hartanov	0000023954	7,500.00
			<i>Line Description:</i> Refund Permit PS2100571		
0241156	02/03/23	P	Turnout Maintenance Company LLC	0000020182	346.15
			<i>Line Description:</i> Cleaned Pant, Jacket, Gloves		
0241157	02/03/23	P	US Bank	0000002228	2,611.70
			<i>Line Description:</i> Payroll 23-01		
0241158	02/03/23	P	Underwriters Laboratories Inc	0000005786	2,700.00
			<i>Line Description:</i> Consulting-Environ Testing		
0241159	02/03/23	P	United Industries	0000010867	549.53
			<i>Line Description:</i> Safety Items @ Warehouse		
0241160	02/03/23	P	Verizon Wireless	0000008717	481.57
			<i>Line Description:</i> Calnet & Broadband Thru 11/30/		
0241161	02/03/23	P	Verizon Wireless	0000008717	13,208.84
			<i>Line Description:</i> PD Broadband Srcs 11/24-12/23/ Cellular Srvs Dec 2022 New Subnet Broadband PD Cell Phones 11/16-12/15/22		



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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241162	02/03/23	P	Vulcan Materials Company	0000007403	582.53
			Line Description: Asphalt for Pothole and Ramps		
			Asphalt for Potholes and Ramps		
			Asphalt for Potholes and Ramps		
			Asphalt for Potholes and Ramps		
0241163	02/03/23	P	Ware Disposal Inc	0000000255	8,960.65
			Line Description: Solid Waste Collection Svcs		
0241164	02/03/23	P	Wex Bank	0000014258	1,632.85
			Line Description: Fuel 12/07/22-1/06/23		
0241165	02/03/23	P	Youngblood & Associates	0000029630	350.00
			Line Description: Pre-Employment Polygraphs		
TOTAL					\$614,989.69

City of Costa Mesa Accounts Payable  
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Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014721	01/31/23	P	Albert Spencer	0000004120	1,030.00
			Line Description: Qtrly Retiree Medical Payments		
014722	01/31/23	P	Allan L Roeder	0000003720	807.06
			Line Description: Qtrly Retiree Medical Payments		
014723	01/31/23	P	Allen D Huggins	0000002589	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014724	01/31/23	P	Andres Sepulveda	0000003988	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014725	01/31/23	P	Andrew Chalkley	0000025404	747.00
			Line Description: Qtrly Retiree Medical Payments		
014726	01/31/23	P	Ann Shultz	0000006607	765.10
			Line Description: Qtrly Retiree Medical Payments		
014727	01/31/23	P	Anna Rodriguez	0000026586	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014728	01/31/23	P	Arthur V Beames Jr	0000017738	28.55
			Line Description: Qtrly Retiree Medical Payments		
014729	01/31/23	P	Baltazar Mejia	0000023439	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014730	01/31/23	P	Betty Garcia	0000024432	646.95
			Line Description: Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
014731	01/31/23	P	Bobby Y Masuzumi	0000003081	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014732	01/31/23	P	Brad Edwards	0000022130	622.38
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014733	01/31/23	P	Brent McKinley	0000007051	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014734	01/31/23	P	Brian W Roberts	0000006274	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014735	01/31/23	P	Bruce Hartley	0000011119	283.48
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014736	01/31/23	P	Bruce McGregor	0000011206	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014737	01/31/23	P	Bruce R Ballinger	0000001167	492.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014738	01/31/23	P	Bruce Radomski	0000003742	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014739	01/31/23	P	Bruce W Covey	0000013041	765.10
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

City of Costa Mesa Accounts Payable  
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Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014740	01/31/23	P	Bryan Glass	0000002342	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014741	01/31/23	P	Cameron Phillips	0000005875	897.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014742	01/31/23	P	Carl McConnell	0000013933	942.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014743	01/31/23	P	Charles A Bassett	0000011742	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014744	01/31/23	P	Charles F Carr	0000006236	859.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014745	01/31/23	P	Charles J Oliver Jr	0000009684	547.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014746	01/31/23	P	Charlotte Bluell	0000008644	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014747	01/31/23	P	Cherie M Pittington	0000003641	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014748	01/31/23	P	Cheryl R Helwig	0000006915	471.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014749	01/31/23	P	Chris Goldsworthy	0000029067	847.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

City of Costa Mesa Accounts Payable  
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Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014750	01/31/23	P	Christina Powell OBrien	0000016961	429.04
			Line Description: Qtrly Retiree Medical Payments		
014751	01/31/23	P	Christopher B Bates	0000001213	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014752	01/31/23	P	Christopher G Walk	0000004450	1,071.00
			Line Description: Qtrly Retiree Medical Payments		
014753	01/31/23	P	Christopher J Boyd	0000001363	807.06
			Line Description: Qtrly Retiree Medical Payments		
014754	01/31/23	P	Christopher K Brimhall	0000001402	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014755	01/31/23	P	Christopher Kudelka	0000005822	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014756	01/31/23	P	Clay G Epperson	0000002141	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014757	01/31/23	P	Corrie Viera	0000019128	446.04
			Line Description: Qtrly Retiree Medical Payments		
014758	01/31/23	P	Curt D Yoder	0000004601	807.06
			Line Description: Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014759	01/31/23	P	D Dennis Johnson	0000011317	639.09
			Line Description: Qtrly Retiree Medical Payments		
014760	01/31/23	P	Dale H Ashley	0000010564	681.05
			Line Description: Qtrly Retiree Medical Payments		
014761	01/31/23	P	Dale R Birney	0000001277	807.06
			Line Description: Qtrly Retiree Medical Payments		
014762	01/31/23	P	Dan Stevenson	0000013602	639.09
			Line Description: Qtrly Retiree Medical Payments		
014763	01/31/23	P	Dana Potts	0000008186	847.05
			Line Description: Qtrly Retiree Medical Payments		
014764	01/31/23	P	Dane Bora	0000001344	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014765	01/31/23	P	Danny Hogue	0000006802	618.05
			Line Description: Qtrly Retiree Medical Payments		
014766	01/31/23	P	Darlene Bell	0000005602	177.03
			Line Description: Qtrly Retiree Medical Payments		
014767	01/31/23	P	Darrel Raney	0000005800	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014768	01/31/23	P	David A Dye	0000002065	807.06
			Line Description: Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014769	01/31/23	P	David C Goerke	0000009386	807.06
			Line Description: Qtrly Retiree Medical Payments		
014770	01/31/23	P	David Hollister	0000021620	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014771	01/31/23	P	David K Makiyama	0000003041	997.05
			Line Description: Qtrly Retiree Medical Payments		
014772	01/31/23	P	David Maurer	0000007564	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014773	01/31/23	P	David S Andersen	0000001040	897.00
			Line Description: Qtrly Retiree Medical Payments		
014774	01/31/23	P	David Sorge	0000004068	326.20
			Line Description: Qtrly Retiree Medical Payments		
014775	01/31/23	P	David Tait	0000022487	807.06
			Line Description: Qtrly Retiree Medical Payments		
014776	01/31/23	P	Dawna Myers	0000003273	946.95
			Line Description: Qtrly Retiree Medical Payments		
014777	01/31/23	P	Deborah Zimmerman	0000023438	847.05
			Line Description: Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014778	01/31/23	P	Debra Yasui	0000007276	897.00
			Line Description: Qtrly Retiree Medical Payments		
014779	01/31/23	P	Dee Dee H Nelson	0000006575	158.07
			Line Description: Qtrly Retiree Medical Payments		
014780	01/31/23	P	Dennis B Sanders	0000003910	205.56
			Line Description: Qtrly Retiree Medical Payments		
014781	01/31/23	P	Diane Butler	0000008078	366.04
			Line Description: Qtrly Retiree Medical Payments		
014782	01/31/23	P	Diane M Jarrett	0000007645	555.05
			Line Description: Qtrly Retiree Medical Payments		
014783	01/31/23	P	Don Holford	0000006025	266.23
			Line Description: Qtrly Retiree Medical Payments		
014784	01/31/23	P	Donald B Brown	0000004900	807.06
			Line Description: Qtrly Retiree Medical Payments		
014785	01/31/23	P	Doneen J Westenhaver	0000009746	296.17
			Line Description: Qtrly Retiree Medical Payments		
014786	01/31/23	P	Donna J Theriault	0000005411	807.06
			Line Description: Qtrly Retiree Medical Payments		
014787	01/31/23	P	Doug Johnson	0000005743	1,047.00
			Line Description: Qtrly Retiree Medical Payments		



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Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014788	01/31/23	P	Doug Lovell	0000018477	646.95
			Line Description: Qtrly Retiree Medical Payments		
014789	01/31/23	P	Doug Prochnow	0000012127	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014790	01/31/23	P	Douglas Wilson	0000006759	401.09
			Line Description: Qtrly Retiree Medical Payments		
014791	01/31/23	P	Edward H Hunter	0000002597	681.05
			Line Description: Qtrly Retiree Medical Payments		
014792	01/31/23	P	Edward Petros	0000003615	723.01
			Line Description: Qtrly Retiree Medical Payments		
014793	01/31/23	P	Edward W Lewis	0000002956	492.05
			Line Description: Qtrly Retiree Medical Payments		
014794	01/31/23	P	Elaine C Chiang	0000007135	26.46
			Line Description: Qtrly Retiree Medical Payments		
014795	01/31/23	P	Ellen M Fenwick	0000023268	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014796	01/31/23	P	Eric Johnson	0000002765	930.00
			Line Description: Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014797	01/31/23	P	Eric McVey	0000007918	897.00
			Line Description: Qtrly Retiree Medical Payments		
014798	01/31/23	P	Ernesto A Munoz	0000003261	465.12
			Line Description: Qtrly Retiree Medical Payments		
014799	01/31/23	P	Florine T Reichle	0000003787	692.82
			Line Description: Qtrly Retiree Medical Payments		
014800	01/31/23	P	Frank Fantino	0000005635	775.56
			Line Description: Qtrly Retiree Medical Payments		
014801	01/31/23	P	Frederick T Seguin	0000003981	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014802	01/31/23	P	Gaetano Russo	0000019793	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014803	01/31/23	P	Gary D Webster	0000004487	972.00
			Line Description: Qtrly Retiree Medical Payments		
014804	01/31/23	P	Gary Mc Erlain	0000017407	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014805	01/31/23	P	Gary Wong	0000012009	356.14
			Line Description: Qtrly Retiree Medical Payments		
014806	01/31/23	P	Gene Barbee	0000001188	756.75
			Line Description: Qtrly Retiree Medical Payments		

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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>
014807	01/31/23	P	George A Rose	0000007595	946.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014808	01/31/23	P	George J Yezbick Jr	0000005045	681.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014809	01/31/23	P	Georgia A Ethier	0000002154	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014810	01/31/23	P	Gerald S Vasquez	0000006833	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014811	01/31/23	P	Gerald W Stucky	0000004172	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014812	01/31/23	P	Gerard J Stukkie	0000004174	787.77
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014813	01/31/23	P	Gina Clark	0000021699	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014814	01/31/23	P	Gregg A Steward	0000004159	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
014815	01/31/23	P	Gregory Beutz	0000001261	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014816	01/31/23	P	Gregory J Edwards	0000001384	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
014817	01/31/23	P	Gregory Knackert	0000017588	807.06
			Line Description: Qtrly Retiree Medical Payments		
014818	01/31/23	P	Gregory LaFave	0000014549	547.05
			Line Description: Qtrly Retiree Medical Payments		
014819	01/31/23	P	Gregory P Scott	0000003963	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014820	01/31/23	P	H Michael Griffin	0000006936	86.42
			Line Description: Qtrly Retiree Medical Payment		
014821	01/31/23	P	Harlan Pauley	0000003569	649.55
			Line Description: Qtrly Retiree Medical Payment		
014822	01/31/23	P	Helen Nenadal	0000022319	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014823	01/31/23	P	Helene Rosenbaum	0000003861	177.03
			Line Description: Qtrly Retiree Medical Payment		
014824	01/31/23	P	Herbert C Ohde Jr	0000003399	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014825	01/31/23	P	Holly L Carver	0000001597	1,047.00
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1  
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
014826	01/31/23	P	Jack D Schuitt	0000003952	807.06
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014827	01/31/23	P	Jack Koch	0000002859	492.05
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014828	01/31/23	P	Jack L Archer	0000001062	807.06
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014829	01/31/23	P	Jack T Stewart	0000013411	340.07
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014830	01/31/23	P	James C Wysong	0000004594	1,047.00
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014831	01/31/23	P	James D Watson	0000004476	807.06
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014832	01/31/23	P	James E Higgins Jr	0000007687	807.06
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014833	01/31/23	P	James M Ellis	0000002107	807.06
		<i>Line Description:</i> Qtrly Retiree Medical Payment			
014834	01/31/23	P	James M Gottenbos	0000002385	356.14
		<i>Line Description:</i> Qtrly Retiree Medical Payment			

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014835	01/31/23	P	James Morrison	0000010566	396.75
			Line Description: Qtrly Retiree Medical Payment		
014836	01/31/23	P	James N Dibble	0000005626	744.06
			Line Description: Qtrly Retiree Medical Payment		
014837	01/31/23	P	James R Wilke Jr	0000004555	522.00
			Line Description: Qtrly Retiree Medical Payment		
014838	01/31/23	P	James T Warnack	0000004465	807.06
			Line Description: Qtrly Retiree Medical Payment		
014839	01/31/23	P	Jana L Cacho	0000010556	369.09
			Line Description: Qtrly Retiree Medical Payment		
014840	01/31/23	P	Jane Duenweg	0000021556	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014841	01/31/23	P	Jeanette Chervony	0000018986	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014842	01/31/23	P	Jeanette Zangger	0000006655	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014843	01/31/23	P	Jeff B Janzen	0000002735	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014844	01/31/23	P	Jeffery E Skee	0000005410	972.00
			Line Description: Qtrly Retiree Medical Payment		

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Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014845	01/31/23	P	Jeffrey J McCann	0000003101	997.05
			Line Description: Qtrly Retiree Medical Payment		
014846	01/31/23	P	Jeffrey T Peters	0000003608	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014847	01/31/23	P	Jerauld D Holloway	0000002556	492.05
			Line Description: Qtrly Retiree Medical Payment		
014848	01/31/23	P	Jerry A Scheer	0000007789	397.54
			Line Description: Qtrly Retiree Medical Payment		
014849	01/31/23	P	John Bull	0000003233	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014850	01/31/23	P	John D Hensley	0000013672	387.08
			Line Description: Qtrly Retiree Medical Payment		
014851	01/31/23	P	John F Downey	0000009004	446.04
			Line Description: Qtrly Retiree Medical Payment		
014852	01/31/23	P	John K Susman	0000006349	396.75
			Line Description: Qtrly Retiree Medical Payment		
014853	01/31/23	P	John L Skinner	0000004038	492.05
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014854	01/31/23	P	John S Michalec	0000019250	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014855	01/31/23	P	John W Mullin	0000010568	946.95
			Line Description: Qtrly Retiree Medical Payment		
014856	01/31/23	P	Jon B Whitcomb	0000005651	942.00
			Line Description: Qtrly Retiree Medical Payment		
014857	01/31/23	P	Jon Doezie	0000009385	847.05
			Line Description: Qtrly Retiree Medical Payment		
014858	01/31/23	P	Jose Tovar	0000004283	492.05
			Line Description: Qtrly Retiree Medical Payment		
014859	01/31/23	P	Judith G Covey	0000009690	523.55
			Line Description: Qtrly Retiree Medical Payment		
014860	01/31/23	P	Judy Vickers	0000007219	547.05
			Line Description: Qtrly Retiree Medical Payment		
014861	01/31/23	P	Karen L Adams	0000000899	303.04
			Line Description: Qtrly Retiree Medical Payment		
014862	01/31/23	P	Karen S Goettsch	0000013935	765.10
			Line Description: Qtrly Retiree Medical Payment		
014863	01/31/23	P	Kathleen Ulrich	0000025407	429.04
			Line Description: Qtrly Retiree Medical Payment		



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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>
014864	01/31/23	P	Kayoko Hayman	0000005785	618.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014865	01/31/23	P	Keith Davis	0000008187	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014866	01/31/23	P	Kelly Vucinic	0000010967	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014867	01/31/23	P	Kevin Diamond	0000001989	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014868	01/31/23	P	Kevin T Meng	0000003133	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014869	01/31/23	P	Kurt Lystne	0000008712	796.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014870	01/31/23	P	Lance Nakamoto	0000003280	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014871	01/31/23	P	Larry Bell	0000007802	496.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014872	01/31/23	P	Larry Dreiman	0000018972	747.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014873	01/31/23	P	Laura Ginther	0000023134	555.05
			Line Description: Qtrly Retiree Medical Payment		
014874	01/31/23	P	Lawrence N Hennen	0000002506	807.06
			Line Description: Qtrly Retiree Medical Payment		
014875	01/31/23	P	Leonard Goodsir	0000002378	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014876	01/31/23	P	Lily Martinez	0000003071	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014877	01/31/23	P	Linda A Matthews	0000003089	484.50
			Line Description: Qtrly Retiree Medical Payment		
014878	01/31/23	P	Linda F Divino	0000009007	153.85
			Line Description: Qtrly Retiree Medical Payment		
014879	01/31/23	P	Loren P Wyrick	0000004593	446.04
			Line Description: Qtrly Retiree Medical Payment		
014880	01/31/23	P	Madeline A Miller	0000003179	639.09
			Line Description: Qtrly Retiree Medical Payment		
014881	01/31/23	P	Maher Nawar	0000004714	807.06
			Line Description: Qtrly Retiree Medical Payment		
014882	01/31/23	P	Mamo D Arruda	0000001081	303.04
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014883	01/31/23	P	Marc Yuhasz	0000004609	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014884	01/31/23	P	Marguerite De La Torre	0000004997	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014885	01/31/23	P	Marie Thompson	0000000038	86.42
			Line Description: Qtrly Retiree Medical Payment		
014886	01/31/23	P	Marilyn Golden	0000017028	387.08
			Line Description: Qtrly Retiree Medical Payment		
014887	01/31/23	P	Marilyn Guimond	0000015161	206.27
			Line Description: Qtrly Retiree Medical Payment		
014888	01/31/23	P	Marilyn K Sutton	0000004201	555.05
			Line Description: Qtrly Retiree Medical Payment		
014889	01/31/23	P	Martin P Carver	0000001598	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014890	01/31/23	P	Marty Huguenin	0000002591	807.06
			Line Description: Qtrly Retiree Medical Payment		
014891	01/31/23	P	Mary R Delaney	0000015807	387.08
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014892	01/31/23	P	Matthew J Collett	0000001720	744.06
			Line Description: Qtrly Retiree Medical Payment		
014893	01/31/23	P	Mel Lee	0000010320	847.05
			Line Description: Qtrly Retiree Medical Payment		
014894	01/31/23	P	Meloni Smith McMinimy	0000006847	807.06
			Line Description: Qtrly Retiree Medical Payment		
014895	01/31/23	P	Michael A Cacho	0000001471	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014896	01/31/23	P	Michael A Cohen	0000006586	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014897	01/31/23	P	Michael A Guevara	0000005099	807.06
			Line Description: Qtrly Retiree Medical Payment		
014898	01/31/23	P	Michael R Balsis	0000009424	547.05
			Line Description: Qtrly Retiree Medical Payment		
014899	01/31/23	P	Michael S Fantozzi	0000004715	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014900	01/31/23	P	Michael S Hastert	0000006107	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014901	01/31/23	P	Michael T Dyer	0000002067	1,047.00
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014902	01/31/23	P	Mitchell B Johnson	0000002770	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014903	01/31/23	P	Morris House	0000002578	681.05
			Line Description: Qtrly Retiree Medical Payment		
014904	01/31/23	P	Muriel Ullman	0000001244	345.00
			Line Description: Qtrly Retiree Medical Payment		
014905	01/31/23	P	Nancy M Croft	0000016184	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014906	01/31/23	P	Norman K Schurb	0000003957	807.06
			Line Description: Qtrly Retiree Medical Payment		
014907	01/31/23	P	Olivia Ramirez	0000003750	807.06
			Line Description: Qtrly Retiree Medical Payment		
014908	01/31/23	P	Patricia J Steele	0000014443	471.00
			Line Description: Qtrly Retiree Medical Payment		
014909	01/31/23	P	Patty R Brown	0000001423	492.05
			Line Description: Qtrly Retiree Medical Payment		
014910	01/31/23	P	Paul Beckman	0000005998	1,047.00
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014911	01/31/23	P	Paul Dondero	0000002023	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014912	01/31/23	P	Paul Moody	0000008766	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014913	01/31/23	P	Paul V Starn	0000010841	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014914	01/31/23	P	Perry L Valantine	0000004384	807.06
			Line Description: Qtrly Retiree Medical Payment		
014915	01/31/23	P	Peter Czenze	0000013313	725.13
			Line Description: Qtrly Retiree Medical Payment		
014916	01/31/23	P	Peter Naghavi	0000007860	681.05
			Line Description: Qtrly Retiree Medical Payment		
014917	01/31/23	P	Phil Dickens	0000005801	649.55
			Line Description: Qtrly Retiree Medical Payment		
014918	01/31/23	P	Philip Hartman	0000002474	396.75
			Line Description: Qtrly Retiree Medical Payment		
014919	01/31/23	P	Philip T Worsman	0000004585	712.56
			Line Description: Qtrly Retiree Medical Payment		
014920	01/31/23	P	Phillip R Schmuck	0000003947	430.60
			Line Description: Qtrly Retiree Medical Payment		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014921	01/31/23	P	Phyllis Schiel	0000023427	296.17
			Line Description: Qtrly Retiree Medical Payment		
014922	01/31/23	P	Randall Buck	0000005730	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014923	01/31/23	P	Randall J Croll	0000013426	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014924	01/31/23	P	Raul Perez	0000012128	326.20
			Line Description: Qtrly Retiree Medical Payment		
014925	01/31/23	P	Raymond T Pawloski	0000003572	356.14
			Line Description: Qtrly Retiree Medical Payment		
014926	01/31/23	P	Rebekah Tapie	0000004719	303.04
			Line Description: Qtrly Retiree Medical Payment		
014927	01/31/23	P	Rene Carrera	0000029400	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014928	01/31/23	P	Renee K Farden	0000016962	555.05
			Line Description: Qtrly Retiree Medical Payment		
014929	01/31/23	P	Richard Allum	0000000987	807.06
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014930	01/31/23	P	Richard Boucher	0000014716	396.75
			Line Description: Qtrly Retiree Medical Payment		
014931	01/31/23	P	Richard J Johnson	0000005620	775.56
			Line Description: Qtrly Retiree Medical Payment		
014932	01/31/23	P	Richard Kirkbride	0000007614	56.85
			Line Description: Qtrly Retiree Medical Payment		
014933	01/31/23	P	Richard Simons	0000022287	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014934	01/31/23	P	Robert Bork	0000001350	765.10
			Line Description: Qtrly Retiree Medical Payment		
014935	01/31/23	P	Robert Crogan	0000001876	269.29
			Line Description: Qtrly Retiree Medical Payment		
014936	01/31/23	P	Robert F O'Brien	0000012731	184.31
			Line Description: Qtrly Retiree Medical Payment		
014937	01/31/23	P	Robert Gagne	0000002291	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014938	01/31/23	P	Robert J Durham	0000006151	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014939	01/31/23	P	Robert J Pesce	0000003604	446.04
			Line Description: Qtrly Retiree Medical Payment		



Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014940	01/31/23	P	Robert Moody	0000003215	771.12
			Line Description: Qtrly Retiree Medical Payment		
014941	01/31/23	P	Robert Pignone	0000003634	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014942	01/31/23	P	Robert Sharpnack	0000004004	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014943	01/31/23	P	Robert Van Sickle	0000004394	807.06
			Line Description: Qtrly Retiree Medical Payment		
014944	01/31/23	P	Robert W Reynolds	0000003801	942.00
			Line Description: Qtrly Retiree Medical Payment		
014945	01/31/23	P	Robert W Stinman	0000018058	787.77
			Line Description: Qtrly Retiree Medical Payment		
014946	01/31/23	P	Robindale Shepherd	0000009851	632.70
			Line Description: Qtrly Retiree Medical Payment		
014947	01/31/23	P	Ronald Cloe	0000001693	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014948	01/31/23	P	Ronald J Chamberlin	0000014890	547.05
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014949	01/31/23	P	Ronald P Stone	0000004167	796.95
			Line Description: Qtrly Retiree Medical Payment		
014950	01/31/23	P	Ronald Penley	0000024437	496.02
			Line Description: Qtrly Retiree Medical Payment		
014951	01/31/23	P	Rosemary Dodson	0000012364	513.09
			Line Description: Qtrly Retiree Medical Payment		
014952	01/31/23	P	Rosemary Vidales	0000004418	784.50
			Line Description: Qtrly Retiree Medical Payment		
014953	01/31/23	P	Ross E McKelvey	0000009897	744.06
			Line Description: Qtrly Retiree Medical Payment		
014954	01/31/23	P	Russell C Parker	0000007435	446.04
			Line Description: Qtrly Retiree Medical Payment		
014955	01/31/23	P	Russell J Yankie	0000015036	396.75
			Line Description: Qtrly Retiree Medical Payment		
014956	01/31/23	P	Sandi Lishka	0000015808	597.01
			Line Description: Qtrly Retiree Medical Payment		
014957	01/31/23	P	Sandra B Benson	0000006459	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014958	01/31/23	P	Scott A May	0000003092	1,047.00
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
014959	01/31/23	P	Shawn Brosamer	0000001416	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014960	01/31/23	P	Shawn Leffingwell	0000006331	997.05
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014961	01/31/23	P	Stephen G Calles	0000009071	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014962	01/31/23	P	Stephen R Tiedeman	0000004258	942.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014963	01/31/23	P	Stephen Ridgway	0000003815	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014964	01/31/23	P	Steven Feather	0000002187	897.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014965	01/31/23	P	Steven Labbitt	0000002887	972.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014966	01/31/23	P	Stewart C Godshall	0000002355	639.09
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014967	01/31/23	P	Sue Hupp	0000001879	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014968	01/31/23	P	Susan Baldwin	0000010199	261.08
			Line Description: Qtrly Retiree Medical Payment		
014969	01/31/23	P	Susan L Larimore	0000002911	387.08
			Line Description: Qtrly Retiree Medical Payment		
014970	01/31/23	P	Thanh P Bui	0000005710	620.10
			Line Description: Qtrly Retiree Medical Payment		
014971	01/31/23	P	Thomas C Wood	0000004757	471.00
			Line Description: Qtrly Retiree Medical Payment		
014972	01/31/23	P	Thomas Clevenger	0000009747	709.50
			Line Description: Qtrly Retiree Medical Payment		
014973	01/31/23	P	Thomas J Lazar	0000002925	744.06
			Line Description: Qtrly Retiree Medical Payment		
014974	01/31/23	P	Thomas K Coute Sr	0000009384	634.50
			Line Description: Qtrly Retiree Medical Payment		
014975	01/31/23	P	Thomas R Caldwell	0000012035	1,009.50
			Line Description: Qtrly Retiree Medical Payment		
014976	01/31/23	P	Timothy Schennum	0000003943	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014977	01/31/23	P	Timothy Starn	0000005549	1,047.00
			Line Description: Qtrly Retiree Medical Payment		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
014978	01/31/23	P	Timothy Sweet	0000015387	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014979	01/31/23	P	Tom A Curtis	0000001898	396.75
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014980	01/31/23	P	Tom G Winter	0000005460	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014981	01/31/23	P	Trudy E Nuzum	0000003379	460.54
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014982	01/31/23	P	Vernon D Hupp	0000002604	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014983	01/31/23	P	Victor Hernandez	0000015946	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014984	01/31/23	P	Walter M Dill	0000007117	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014985	01/31/23	P	Walter S Silver Jr	0000004026	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Payment		
014986	01/31/23	P	Wanda Ayers	0000011741	646.95
			<i>Line Description:</i> Qtrly Retiree Medical Payment		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014987	01/31/23	P	Wayne Martin	0000005885	744.06
			Line Description: Qtrly Retiree Medical Payment		
014988	01/31/23	P	Wayne Riedmann	0000006022	649.55
			Line Description: Qtrly Retiree Medical Payment		
014989	01/31/23	P	Wendell L Maberry	0000003031	807.06
			Line Description: Qtrly Retiree Medical Payment		
014990	01/31/23	P	Willa Bouwens Killeen	0000014940	807.06
			Line Description: Qtrly Retiree Medical Payment		
014991	01/31/23	P	William A Folsom	0000021819	446.04
			Line Description: Qtrly Retiree Medical Payment		
014992	01/31/23	P	William B Ellwood	0000006789	492.05
			Line Description: Qtrly Retiree Medical Payment		
014993	01/31/23	P	William C Taylor	0000004229	261.08
			Line Description: Qtrly Retiree Medical Payment		
014994	01/31/23	P	William F McLean	0000013455	807.06
			Line Description: Qtrly Retiree Medical Payment		
014995	01/31/23	P	William H Bechtel	0000001224	744.06
			Line Description: Qtrly Retiree Medical Payment		
014996	01/31/23	P	William J Morris	0000003236	236.29
			Line Description: Qtrly Retiree Medical Payment		

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
014997	01/31/23	P	William L Adams	0000009869	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014998	01/31/23	P	William M Moss	0000003241	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
014999	01/31/23	P	William P Redmond	0000003775	1,047.00
			Line Description: Qtrly Retiree Medical Payment		
015000	01/31/23	P	William Raymer	0000003761	807.06
			Line Description: Qtrly Retiree Medical Payment		
015001	01/31/23	P	William Verderber	0000005625	416.10
			Line Description: Qtrly Retiree Medical Payment		
TOTAL					\$210,030.16

Bank: DDP1

Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015002	01/31/23	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Feb 2023		
015003	01/31/23	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Feb 2023		
015004	01/31/23	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment Feb 2023		
015005	01/31/23	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Feb 2023		
015006	01/31/23	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Feb 2023		
015007	01/31/23	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Feb 2023		
015008	01/31/23	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Feb 2023		
015009	01/31/23	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay Feb 2023		
015010	01/31/23	P	Gary D Webster	0000004487	1,204.44
			Line Description: 1% Supplemental Pay Feb 2023		
015011	01/31/23	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay Feb 2023		



Bank: DDP1

Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015012	01/31/23	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Feb 2023		
015013	01/31/23	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payment-Feb 2023		
015014	01/31/23	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay Feb 2023		
015015	01/31/23	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Feb 2023		
015016	01/31/23	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Feb 2023		
015017	01/31/23	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Feb 2023		
015018	01/31/23	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Feb 2023		
015019	01/31/23	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Feb 2023		
015020	01/31/23	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay Feb 2023		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

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Run Date Feb 02, 2023

Run Time 2:24:32 PM

Bank: DDP1

Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
015021	01/31/23	P	William H Bechtel	0000001224	1,622.58
<i>Line Description:</i> 1% Supplemental Pay Feb 2023					
<b>TOTAL</b>					<b>\$22,037.09</b>

End of Report

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015022	02/03/23	P	Costa Mesa Employees Association	0000006284	3,190.18
			Line Description: Payroll Deduction 23-03		
015023	02/03/23	P	Costa Mesa Executive Club	0000006286	70.00
			Line Description: Payroll Deduction 23-03		
015024	02/03/23	P	Costa Mesa Firefighters Association	0000001812	8,440.95
			Line Description: Payroll Deduction 23-03		
015025	02/03/23	P	Costa Mesa Police Association	0000001819	7,380.00
			Line Description: Payroll Deduction 23-03		
015026	02/03/23	P	Costa Mesa Police Management Assn	0000005082	280.00
			Line Description: Payroll Deduction 23-03		
TOTAL					\$19,361.13

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0241008	2/10/2023	V	Keith Van Holt	0000007339	01/31/23	(807.06)
Line Description: Retiree passed away.						
TOTAL						(\$807.06)

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Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241170	02/10/23	P	Bound Tree Medical LLC	0000011695	16,382.52
			Line Description: EMS Supplies		
0241171	02/10/23	P	Dekra-Lite	0000016194	18,488.18
			Line Description: ILLUMINATED FRAME		
			SALES TAX (7.75%)		
			LIT POLE MOUNTS		
			SALES TAX (7.75%)		
0241172	02/10/23	P	Families Forward Inc	0000024105	15,505.25
			Line Description: Tenant Based Rental Asst Prog		
0241173	02/10/23	P	Jones & Mayer	0000014653	29,891.00
			Line Description: #114083-Leaman		
			#114075-Beavers		
			#114082-Lawson		
			#114080-Garten		
			#114074-Armand		
			#114087-Opiod		
			#114081-Hauck		
			#114077-Cruz		
			#114079-Donalson		
			#112375-D'Alessio Appeal		
			#114084-Murtaugh		
			#114089-Schaefer		
			#114090-Shalhoub		
			#114076-Camp Lila		
			#114086-Ohio House		
			#114088-RDX Catalyst		
			#114092-Windward Way		
			#114091-SoCal Recovery		
			#114073-440 Fair/1179 NP		
			#114078-D'Alessio Investment		
			#114085-Ohio House Abatement		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241174	02/10/23	P	Kazoni Construction	0000029763	92,897.62
			Line Description: PD Indoor Range #200094 Retention Proj #22-03/200094		
0241175	02/10/23	P	Quality Fence Co Inc	0000006810	19,852.35
			Line Description: Fabricate Wrought Iron Gate fo		
0241176	02/10/23	P	The Code Group Inc	0000025073	26,103.24
			Line Description: Consultant Inspection Svs-Mike Bidg Tech Svs-D Durcharm Building Tech Svs Plan Check Svs Professional Consulting Svs		
0241177	02/10/23	P	Yunex LLC	0000029573	41,426.25
			Line Description: Routine Maint. Dec 2022 Callout Dec 2022		
0241178	02/10/23	P	AA Distric 18	0000029978	250.00
			Line Description: Refund Rec Depoist#2007465.002		
0241179	02/10/23	P	AC Pozos Electric Corp	0000017868	270.00
			Line Description: Electrical Repair@JHSC		
0241180	02/10/23	P	AMC Enterprises	0000029954	350.00
			Line Description: Pianist-Breakfast @ Senior Ctr		
0241181	02/10/23	P	AY Nursery	0000001142	1,551.60
			Line Description: Tree Purchases-Parkways		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241182	02/10/23	P	BCS Consultants	0000029856	784.05
			Line Description: SALES TAX (7.75%) CAMERA INSTALLATION		
0241183	02/10/23	P	CDW Government Inc	0000005402	136.95
			Line Description: 25ft Cat6 Snagless Cables (10)		
0241184	02/10/23	P	Community Controls	0000020782	5,347.41
			Line Description: New Gate Operator-PD		
0241185	02/10/23	P	County of Orange	0000003486	4,312.00
			Line Description: AFIS Fees-January 2023		
0241186	02/10/23	P	County of Orange	0000007209	208.50
			Line Description: Radio Repair		
0241187	02/10/23	P	Ecolab Pest Elimination	0000024420	1,299.70
			Line Description: Pest Control Services		
0241188	02/10/23	P	Eric Keilman	0000029987	63.50
			Line Description: Refund Citation CM030009509		
0241189	02/10/23	P	Eric Tucker	0000029910	90.00
			Line Description: Basketball Referee		
0241190	02/10/23	P	Fed Ex	0000002190	53.80
			Line Description: Ground Delivery Ground Delivery		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241191	02/10/23	P	Ferguson Enterprises Inc #1350	0000007785	447.49
			Line Description: Plumbing Supplies		
0241192	02/10/23	P	Fernando Sorela	0000029979	50.00
			Line Description: Refund Rec Deposit#2007466.002		
0241193	02/10/23	P	Fire Information Support Services Inc	0000006757	700.00
			Line Description: Consulting Svcs Oct-Dec 2022		
0241194	02/10/23	P	Galls LLC	0000002297	176.39
			Line Description: Interlock Card- A Partida Code Uniform Jacket		
0241195	02/10/23	P	Gillis & Panichapan Architects Inc	0000027487	2,405.00
			Line Description: A&E Svs-Design-PD Shooting Ran		
0241196	02/10/23	P	Gold Metropolitan Media	0000029986	125.00
			Line Description: Refund Chamber of Comm Fee		
0241197	02/10/23	P	Helene Larsson Parks	0000029983	140.00
			Line Description: Refund Business License		
0241198	02/10/23	P	Jackson OConnor	0000029982	65.00
			Line Description: Refund Rec Deposit#2007448.002		
0241199	02/10/23	P	James Snordan	0000029974	180.00
			Line Description: Basketball Referee 1/11/23 Basketball Referee 1/25/23		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241200	02/10/23	P	Jim Murray Roofing Inc	0000029985	275.00
			Line Description: Refund Chamber of Comm Fee		
0241201	02/10/23	P	Joe Mar Polygraph & Investigation	0000027462	225.00
			Line Description: Polygraph Exams		
0241202	02/10/23	P	Joshua Keller	0000029988	631.00
			Line Description: Refund Permit MX-19-0004		
0241203	02/10/23	P	Leica Geosystems Inc	0000003452	150.00
			Line Description: Survey&Engineering Supplies		
0241204	02/10/23	P	LineGear Fire & Rescue Equipment	0000026007	374.97
			Line Description: FIRE & RESCUE EQUIPMENT Workrite Uniforms		
0241205	02/10/23	P	Loomis	0000019082	296.64
			Line Description: ARMORED CAR SERVICES		
0241206	02/10/23	P	Madonna Diveley	0000029981	7.00
			Line Description: Refund Rec Deposit#2007446.002		
0241207	02/10/23	P	Mesa Smog	0000020735	85.50
			Line Description: Smog Test-696 Smog-723		
0241208	02/10/23	P	Mobile Home Improvement	0000015213	325.00
			Line Description: HCD Rehabilitation Grant		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241209	02/10/23	P	National Data & Surveying Services	0000021249	315.00
			Line Description: 24 Hr ADT/Speed/Turning Counts 24 Hr ADT/Speed/Turning Counts		
0241210	02/10/23	P	Nico Hospitality LLC	0000028926	842.34
			Line Description: Hotel Occupancy Agreement		
0241211	02/10/23	P	Onward Engineering	0000003212	1,336.25
			Line Description: Newport Blvd Widening Improv P		
0241212	02/10/23	P	Orange Mirror and Glass	0000029939	1,795.00
			Line Description: Install Window Black Out Tint		
0241213	02/10/23	P	PVP Communications Inc	0000006558	220.00
			Line Description: Recertification of Radar		
0241214	02/10/23	P	Paul's Pet Food Express	0000026626	57.76
			Line Description: Food-PSD Aran		
0241215	02/10/23	P	Peace of Mind Financial Consulting Inc	0000029150	2,800.00
			Line Description: Consulting Svc-Dec 22		
0241216	02/10/23	P	Perry Wyatt	0000029990	55.00
			Line Description: Refund Citation CM050012095		
0241217	02/10/23	P	Phone Supplements Inc	0000003625	1,860.24
			Line Description: Headset for Telecomm		
0241218	02/10/23	P	Pix4D Inc	0000029919	4,990.00

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Mapper desktop, Single device,		
0241219	02/10/23	P	Quadient Inc	0000028798	1,135.20
			<i>Line Description:</i> SDF-Postage Meter Supplies		
0241220	02/10/23	P	Resource Building Materials	0000024350	592.38
			<i>Line Description:</i> Sand for Making Rain Sandbags		
0241221	02/10/23	P	Sean Simon	0000029869	90.00
			<i>Line Description:</i> Basketball Referee		
0241222	02/10/23	P	Sims Orange Welding Supply Inc	0000004030	54.78
			<i>Line Description:</i> Shop-Welding Supplies		
0241223	02/10/23	P	SiteOne Landscape Supply LLC	0000024133	1,551.08
			<i>Line Description:</i> Irrigation Supplies Supplies		
0241224	02/10/23	P	Sonic Burger	0000029980	200.00
			<i>Line Description:</i> Refund Permit #15175		
0241225	02/10/23	P	Southcoast Industrial Doors Inc	0000029984	225.00
			<i>Line Description:</i> Refund Chamber of Comm Fee		
0241226	02/10/23	P	Southern California Edison Company	0000004088	3,121.54
			<i>Line Description:</i> 2060 Harbor 12/23/22-1/24/23 2301 Harbor 12/23/22-1/22/23 735 Baker 12/21/22-1/20/23 3120 Manistree 12/22/-11/21/23 867 Prospect 12/22/22-1/23/23 555 1/2 Paularino 12/22-1/21/2		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 2704 Harbor 12/21/22-1/22/23 FS #1 12/21/22-1/22/23 348 E 17th 12/27/22-1/25/23 3349 Sakioka 12/27/22-1/25/23 3351 Sakioka 12/27/22-1/25/23 1952 Newport 12/28/22-1/26/23		
0241227	02/10/23	P	Sparkletts	0000015725	78.93
			<i>Line Description:</i> WATER DELIVERY SERVICES - FIRE		
0241228	02/10/23	P	Spectrum Gas Products	0000012653	2,979.52
			<i>Line Description:</i> Medical Lg Cyl Rent Medical Lg Cyl Rent Medical Cyl Rent Medical Supplies Medical Lg Cyl Rent Oxygen Storage Bracket Oxygen Storage Bracket		
0241229	02/10/23	P	Sunset Detectives	0000026756	7,500.00
			<i>Line Description:</i> Background Investigations		
0241230	02/10/23	P	Sylvian Cadieux	0000029989	92.08
			<i>Line Description:</i> Refund Permit E22-00458		
0241231	02/10/23	P	Turnout Maintenance Company LLC	0000020182	388.51
			<i>Line Description:</i> Coat, Pant, Hood, Cleaned		
0241232	02/10/23	P	US Bank	0000002228	2,608.60
			<i>Line Description:</i> Payroll 23-02		
0241233	02/10/23	P	US Postal Service	0000004376	10,000.00

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Prepaid Postage		
0241234	02/10/23	P	United Contractors Inc	0000029992	903.56
			<i>Line Description:</i> Refund Permit BC22-00461		
0241235	02/10/23	P	United Industries	0000010867	226.28
			<i>Line Description:</i> Safety Items @ Warehouse		
0241236	02/10/23	P	United Site Services of California Inc	0000015552	101.39
			<i>Line Description:</i> Portable Toilet Srvs- 12/7-1/3 Portable Toilet Srvs 12/7-1/3		
0241237	02/10/23	P	Van Ahn van	0000029977	2,601.45
			<i>Line Description:</i> Refund Permit BC22-00578 Refund Permit #F22-00276		
0241238	02/10/23	P	Verizon Wireless	0000008717	4,166.23
			<i>Line Description:</i> 12/18-1/17/23 Cell and Hotspot 12/18-1/17/23 Cell Phone IT 12/18-1/17/23 Fire Phones 12/18-1/17/23		
0241239	02/10/23	P	VincentBenjamin	0000024972	1,776.74
			<i>Line Description:</i> Temp Svc-Taylor w/e 1/22/23		
0241240	02/10/23	P	Ware Disposal Inc	0000000255	841.86
			<i>Line Description:</i> February Waste Hauling Srvs		
0241241	02/10/23	P	Waxie Sanitary Supply	0000004480	6,428.77
			<i>Line Description:</i> Warhouse Floor Stock		

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTER

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Run Time 1:40:36 PM

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0241242	02/10/23	P	Williams Data Management	0000018803	518.94
			<i>Line Description:</i> Monthly Fee for Data Storage		
0241243	02/10/23	P	Youngblood & Associates	0000029630	1,400.00
			<i>Line Description:</i> Polygraph Exam		
			Polygraph Exam		
			Polygraph Exam		
0241244	02/10/23	P	Zoll Medical Corporation	0000021290	4,134.26
			<i>Line Description:</i> Battery,PWBA, Carrier, Socket		
			Medical		
					<b>TOTAL \$349,911.60</b>

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable  
CCM VOID CHECK LISTING

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Run Date Feb 10, 2023

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Bank: DDP1

Cycle: ADDEP1

<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>
014883	2/10/2023	V	Marc Yuhasz	0000004609	01/31/23	(1,047.00)
<i>Line Description:</i> Returned due to bank account closed.						
014932	2/10/2023	V	Richard Kirkbride	0000007614	01/31/23	(56.85)
<i>Line Description:</i> Retiree passed away.						
<b>TOTAL</b>						<b>(\$1,103.85)</b>

End of Report

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015027	02/10/23	P	Alma Reyes	0000021563	53.00
			Line Description: 2023 City Mgr Conf		
015028	02/10/23	P	Andrea Poulter	0000029970	61.06
			Line Description: Records Clerk		
015029	02/10/23	P	Anna Partida	0000029999	55.61
			Line Description: Planning Comm Bus Mtng		
015030	02/10/23	P	Ariana Pacheco	0000029994	215.00
			Line Description: Crime Scene Investigation		
015031	02/10/23	P	Arnold Alegado	0000022089	40.00
			Line Description: First Aid/CPR Instructor		
015032	02/10/23	P	Brandon Medeck	0000029125	250.00
			Line Description: Paramedic License Recert		
015033	02/10/23	P	Bryan Wadkins	0000005802	32.00
			Line Description: Background Investigation		
015034	02/10/23	P	Caroline Tse	0000027094	175.50
			Line Description: Parma Conference 2/7-2/10/23		
015035	02/10/23	P	Eloisa Peralta	0000026154	24.00
			Line Description: Active Shooter Response		
015036	02/10/23	P	Guyon Foxwell	0000029370	288.00
			Line Description: Firearms Instructor		



Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015037	02/10/23	P	Hadassa Jakher	0000027353	50.00
			Line Description: Planning Comm Sewing Patch		
015038	02/10/23	P	Harrison Schwab	0000026985	600.00
			Line Description: Instructional Development Ethical Leadership4 Instructor		
015039	02/10/23	P	Jason Santos	0000026332	32.88
			Line Description: Search & Seizure		
015040	02/10/23	P	Jenette Martinez	0000029968	335.76
			Line Description: Gingerbread House Kit		
015041	02/10/23	P	Joshua Kuo	0000010901	24.00
			Line Description: Sherman Block SLI #4		
015042	02/10/23	P	Kristin Lawrence	0000029995	61.06
			Line Description: Records Clerk		
015043	02/10/23	P	Laura Davis	0000012465	24.00
			Line Description: Drug Abuse Recognition		
015044	02/10/23	P	Lori Ann Farrell Harrison	0000029385	53.00
			Line Description: Meals. City Manager Conference		
015045	02/10/23	P	Marian Traylor	0000005004	11.28
			Line Description: Business Mtng		

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015046	02/10/23	P	Mark Garcia	0000027030	40.00
			Line Description: Field Training Officer		
015047	02/10/23	P	Matthew Richie	0000026628	172.50
			Line Description: CA Robbery investigators Conf		
015048	02/10/23	P	Michael Tomassetti	0000029996	61.06
			Line Description: Records Clerk		
015049	02/10/23	P	Natalie Sanchez	0000029997	16.00
			Line Description: Civilian Police Leadership		
015050	02/10/23	P	Robert Rondinella	0000029998	73.00
			Line Description: Paramedic Licesnce Recert		
015051	02/10/23	P	Ruth Wang	0000022170	175.50
			Line Description: 2/7-2/10/23 Prma Conference		
015052	02/10/23	P	Scott Baker	0000029458	24.00
			Line Description: Drug Abuse Recognition		
015053	02/10/23	P	Thomas Scott	0000026255	40.00
			Line Description: First Aid/CPR Instructor		
015054	02/10/23	P	Tony Gracia	0000029589	57.38
			Line Description: Outreach Prog-Dec 22		
015055	02/10/23	P	Tuivasa Maloata	0000029862	24.00
			Line Description: Drug Abuse Recognition		

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015056	02/10/23	P	US Bank	0000002228	196,048.68

Line Description: Holiday Supplies  
Council Meeting Food-12/5  
Dais Snacks  
Special Envelopes  
Council Meeting Food  
ReMarkable Monthly Charge  
LA Times-Monthly Charge  
NY Times-Monthly Charge  
Agorapulse-Monthly Charge  
OC Register-Monthly Charge  
CA Sun Media-Monthly Charge  
Constant Contact-Monthly Charg  
150 Large Boxes-Storage  
70-27 Gal Storage Totes  
Apple Products/Accessories  
4 True Image Toner Replacement  
Office Supplies  
Refreshments-Staff  
Dry Clean Svs-Santa Sult  
Coffee Supplies-CM Office  
ReMarkable-Monthly Charge  
Supplies-Snoopy House 2022  
Refreshments-Employee Night  
Refreshments-CC Oath/Reception  
Santa Belt/Supp-Snoopy House 2  
Office Supplies  
Target Credit Received  
Health/Safety Items-Shelter  
Essential Items-Shelter-Grant  
Transport-Client Related Appt  
Essential Item-Outreach Client  
iCloud Storage-Outreach Worker  
Client Housing Supplies  
Client:TA MO sent to Michigan  
Essential Items-Shelter-Grant  
Spectrum-Internet-Mercy House

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description:		
			Client: NI CL sent to Virginia		
			LCW Class		
			LCW Conference		
			Refund		
			CA Parker Code		
			Investigations Meal		
			OCHR Membership Renewal		
			Office Phones Front Counter St		
			Meet & Greet		
			Lobby Decorations		
			Snoopy House Event-Giveaways		
			Snoopy House Event-Portables		
			Snoopy House Event-Decorations		
			Conference Registration		
			1 Keurig Coffee Maker W Side S		
			2 Gerber Gear Truss MultiTools		
			Cannabis Cloud Base Storage		
			Cannabis Software Application		
			Nut and Bolts Training for Adm		
			Rec Equipment-DRC		
			Food-Staff Training		
			Office Equipment-DRC		
			Office Furniture-DRC		
			Safety Equipment-DRC		
			Tools-Aquatic Center		
			Uniforms-Aquatic Staff		
			Tools-Field Ambassadors		
			Office Equipment-Rec Staff		
			Food-Breakfast w/ Santa-CMSC		
			Event Supplies-Staff Training		
			Supplies-Shipping		
			Decor-Breakfast w/ Santa		
			Food/Refreshment/Supply-Events		
			Tax Due Corrected on 2 Phones		
			1 Code Book for Plan Check Eng		
			2 Avaya 2420 Digital Phones St		
			3 NEC Handbooks for BuildingIn		
			Code Books for Building Inspec		
			Tax Due Corrected		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:	2 Avaya Phones for Staff
	Amazon Credit Reversal Camera
	Staff Uniform
	Snoopy House Supplies
	Snoopy House Staff Meals
	Events Meeting Staff Lunch
	Holiday Lights Contest Prizes
	Holiday Lights Contest Supply
	Office Supplies-Fields
	Food/Refreshment-Event Staff
	Supplies-Staff Devt Training
	Office Supplies
	Event Merchandise
	Recreation Supplies
	Costco Membership
	Holiday Decor-Center
	Supplies-Water Station
	Catering-Halloween Bash
	Supplies-Breakfast w/ Santa
	Maint Equip-NHCC
	Refreshments-Staff Training
	Supplies-Holiday Special Event
	Small Tools/Hardware
	Gen Training-Women LeadHERship
	Snoopy House Staff Meals
	Office Supplies-ROCKS
	Drawing Supplies-ROCKS
	Arts/Crafts Supplies-ROCKS
	Food/Supplies-ROCKS:40 People
	Food/Supplies-Day Camp
	Rec Equipment-Day Camp
	Arts/Craft Supplies-Day Camp
	Rec Equip-Animal Care Svs
	Office Supply-Animal Care Svs
	Arts/Craft Supply-Teen Program
	Remarkable Pen Tips
	Monthly Connection Fee
	Budget Pre-Kick Off Items
	Finance Mngmnt Working Lunch

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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<i>Line Description:</i>	Brown Act Books for Finance Ad				
	Ch. Meeting Finance Director A				
	Finance Department Team Buildi				
	Names Badges				
	Refund Name Badges				
	Names Badges for CC Staff				
	Hotel for Staff CC New Law and				
	Monthly Tablet Subs				
	Microsoft 365 Monthly Subs				
	Microsoft 365 Monthly Subs.				
	Monthly Tablet Subscription				
	On-Line meeting Conf Platform				
	Online Queuing System COVID19				
	Webcams				
	Supplies for Department Wide M				
	Desktop for Mac Pro Edition				
	Coffee Supplies				
	Logitech Webcams				
	Surface Docking Stations				
	Power BI Premium Per User Lice				
	Refreshements for Department W				
	Refreshments for Department Wi				
	Annual Memberships Robert Ryan				
	Precision Rain Gauge Mounting				
	Fuel Hose				
	ITE Membership Renewal for R.				
	Office Supplies				
	Business Meeting				
	PE Renewal for N. Casil				
	PTOE Renewal for N. Casil				
	Registration for N. Casil				
	Registration for BA Thomas				
	CM Shirts for Transporation				
	ITE Membership Renewal R. Niko				
	LED Christmas Trees				
	Snoopy Hardware for Reindeer				
	AC Controls 4th Floor City Hal				
	AC Controls 5th Floor City Hal				
	300 EX Band 32' Black TreeTies				

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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*Line Description:* Fuel for Vehicle #342  
 Materials for Making City Sign  
 Gas for Return Trip Home  
 Third Key Bew Trail Boss  
 Hotel for CalChiefs Seminar  
 DEC Meeting John Neal  
 Fuel During League of Cities F  
 Hotel Stay for League Of Citie  
 Supplies for Hoag ED Public Re  
 Cal Chiefs Meeting Brkfst Coff  
 Fuel  
 Hotel for 2022 FC Leadership S  
 Fire Investigator Field Bag  
 Cal Cities Fire Chiefs Leaders  
 Bottled Water-Teen Program  
 Food/Supplies-Teen Program  
 Rec Equipment-Teen Program  
 Fuel-League of Cities FC Lead  
 Fuel-League of Cities FC Leade  
 Hotel-League of Cities FC Lead  
 Envelopes  
 Membership for Chief Stefano  
 Desk Shift Calendars for Stati  
 Tools-LEAP Program  
 Subs/Books-LEAP Program  
 Food/Supply-LEAP Program  
 Health Items-LEAP Program  
 Safety Items-LEAP Program  
 Rec Equipment-LEAP Program  
 Art/Craft Supply-LEAP Program  
 Vinyl Decals  
 Station 3 Dishwasher  
 Monthly Image for Kristin  
 File Folders for Kristin S  
 Balance of Payment for Station  
 Deposit for Station4 Washer an  
 Mechanic Creeper for Station 5  
 Vinyl Decals for FF Helmets De  
 Wall Annual Calendar Kristin S

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			Airport Trans/Cal Cities Fire		
			Airport Trans/Cal Cities Board		
			Airport Trans/Cal Citites Boar		
			Breakfast-Cal Cities Board/Lea		
			Cal Cities Fire Chiefs Lunch W		
			Cal Cities FireCheif Lunch Wor		
			Hotel: League of Cities Fire C		
			PFF Neale MICP Accreditation		
			Cal Citites Cheif Officer Conf		
			Parking Validations-TBW		
			Supplies-Giveaways		
			Cleaning Svs-Santa Suit		
			Supplies-Special Events		
			Food-Holiday Donut Event		
			Cricut Design Subscription		
			Movie Monday/Streaming Subs		
			Supplies-Breakfast w/ Santa		
			Monthly Streaming Charge-S.E.		
			Supplies-Bday Celeb Sr Program		
			Lodging/SLI 3/Kuo		
			Membership to CPOA		
			Lodging/CNOA Conf Refund		
			Lodging/CNOA Conf/Santibanez		
			Food for Team Building Worksho		
			Supplies for Team Building Wor		
			Tuition/PRA & Redact/2 Records		
			Office Supplies		
			FVP-Uniform Stryke Pants		
			Westin Credit-Nov Erron Charge		
			Credit Bal Reversal-Aug 22		
			Amazon Prime Monthly Charge		
			Lodging Refund		
			Tuition/Sex Offender		
			Credit Card Service Fee		
			Tuition/Record Sealings		
			Lodging/FTP-SAC/Grimmond		
			Lodging/Canine Program Mgt		
			Tuition/Crime Scene Invest		
			Gelatin FBI Block for Range		



Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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*Line Description:*

- Lodging/Property & Evid Mgt
- Tuition/Canine Program Mgt.
- Lunch Fee for Full Day Class
- Shipping to Return Demo Unit
- Holster/Dummy Rounds/Slide Pad
- Lodging/Animal Law Enf Acad/Re
- Membership Fee of Chief Lawren
- Shipping of Eotech Optic Sight
- Tuition/Legislative Upd/Hendri
- Tuition/Record Sealings/Hendri
- Mesa Water Bills
- IAI Membership- L Olson
- IAI Membership-S. Nguyen
- CPOA Membership- E Everett
- IAI Membership- S. Davilia
- Annual Renewal
- Retirement Display (Van Es)
- Animal Food
- K-9 Equipment
- Fuel for Unit 781
- Yearly Exam Balance
- Monthly Tablet Subscription
- Dues
- Office Supplies
- Clamps for Backdrop
- iCloud Storage Fees
- Media Room Equipment
- Return of Unused Merch
- Monthly Blue Subscription
- Volunteer Holiday Luncheon
- Supplies for Shop with a Cop
- Refund
- Dept Promotional
- Shop w/a Cop Supplies
- Employee Recognition at TBW
- Shop W/Cop Supplies/Luncheon
- Volunteer Recognition Luncheon
- Show W/Cop Volunteer Recogniti
- Volunteer Recognition Luncheon

Report ID: CCM2001

City of Costa Mesa Accounts Payable  
**SUMMARY CHECK REGISTER**

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Run Date Feb 10, 2023

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Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
015060	02/10/23	P	Zachary Finkelstein	0000029123	250.00
<i>Line Description:</i> Paramedic License Recert					
<b>TOTAL</b>					<b>\$199,368.27</b>

End of Report

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015057	02/10/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015058	02/10/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015059	02/10/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<b>TOTAL</b>					<b>0.00</b>



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1084

**Meeting Date:** 2/21/2023

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**TITLE:**

**MINUTES**

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

**RECOMMENDATION:**

City Council approve the Minutes of the Regular meeting of February 7, 2023.



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY, COSTA MESA PUBLIC FINANCING  
AUTHORITY, COSTA MESA FINANCING AUTHORITY, AND  
HOUSING AUTHORITY - FEBRUARY 7, 2023 - MINUTES**

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

**ROLL CALL**

Present: Council Member Chavez, Council Member Gameros, Council Member Marr, Council Member Reynolds (arrived 4:20 p.m.), Mayor Pro Tem Harlan, and Mayor Stephens.  
Present Via Zoom: Council Member Harper.  
Absent: None.

**PUBLIC COMMENTS – NONE.**

**CLOSED SESSION ITEMS:**

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Carrin A. Leaman vs. City of Costa Mesa  
Orange County Superior Courts Case No. 30-2021-01196302-CU-OR-CJC
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9, (d)(1)  
Name of Case: SoCal Recovery, LLC, a California limited liability company v. City of Costa Mesa, United States District Court, Central District of California, Case No. 8:18-cv-01304-JVS-PJW.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9, (d)(1)  
Name of Case: Raw Recovery, LLC et al v. City of Costa Mesa, United States District Court, Central District of California, Case No. 8:18-cv-01080-JVS-AGR
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Pursuant to Subdivision (d)(1) of Section 54956.9, California Government Code  
Name of Case: Ohio House, LLC v. City of Costa Mesa, USDC, Central District of CA, Case No. 8:19-cv-01710-DOC (KESx)

5. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Firefighters Association (CMFA).
6. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Firefighters Management Association (CMFMA).
7. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Police Management Association (CMPMA).
8. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Management Association (CMDMA).
9. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Unrepresented Executive Employees
10. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Confidential Management Unit
11. **CONFERENCE WITH LABOR NEGOTIATORS**  
Pursuant to California Government Code Section 54957.6, (a)  
Agency Designated Representative: Lori Ann Farrell Harrison, City Manager  
Name of Employee Organization: Costa Mesa Unrepresented Part Time Employees
12. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - TWO CASES**  
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

Ms. Hall Barlow, City Attorney, reported that one of the anticipated litigation cases was pertaining to a demand letter received from Patrick Munoz, Rutan & Tucker LLP pertaining to Appeal of Planning Application 22-21.

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

Closed Session adjourned at 5:30 p.m.

**CALL TO ORDER** –The Regular City Council and Successor Agency to the Redevelopment Agency, Costa Mesa Public Financing Authority, Costa Mesa Financing Authority, and Housing Authority meeting was called to order by Mayor Stephens at 6:00 P.M.

**NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

A video was played of the National Anthem and Mayor Stephens led the Pledge of Allegiance.

**MOMENT OF SOLEMN EXPRESSION**

Led by Mr. John Begin.

**ROLL CALL**

Present: Council Member Chavez, Council Member Gameros, Council Member Marr (arrived 6:10 p.m.), Mayor Pro Tem Harlan, and Mayor Stephens.

Present Via Zoom: Council Member Harper (left at 7:55 p.m.) and Council Member Reynolds

Absent: None.

**CITY ATTORNEY CLOSED SESSION REPORT** – No reportable action.

**PRESENTATIONS:**

Mayor Stephens presented a proclamation to representatives from Vanguard University Black Student Union and Orange Coast College Black Student Union in recognition of Black History Month.

**PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Speaker spoke on the draft housing element, the election and Measure K, and an ethics policy.

Jay Humphrey spoke on the Mobile Home parks zoning and Measure K.

Speaker, spoke in appreciation on lowering the speed limits, spoke on traffic collisions, and requested a four legged crosswalk at 19th St. and Newport Blvd.

Nigel Bress spoke on his business and the digital filing cabinet tool, Apace CC+.

Juana Treijo spoke on high rent increases and on rent control.

Kim Hendricks, speaking on behalf of Fairview Park Alliance, spoke on Fairview Park.

Jenn Tanaka, Member of Costa Mesa Alliance for Better Streets, spoke in appreciation of reducing speed limits, spoke on a traffic calming policy, spoke on enforcement, spoke on a timeline for the Measure K visioning process, and the timeline for the Housing Element.

Speaker, thanked the City Council and staff for approving Active Transportation projects, and spoke on replacing a car trip with a walk or bike trip.

Andrew Barnes spoke on Someone Cares Soup Kitchen and their to go packages and people eating outside causing trash issues, urged the soup kitchen to reopen inside dining, and spoke on enforcement for speed limits.

Speaker, spoke on the election and Measure K, and on campaign donations.

David Martinez spoke on racial equity and condemning racism.

## **COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Council Member Chavez spoke on Love Costa Mesa helping a local resident, the new mobile command unit, and spoke on the recent traffic stop incident and racial equity.

Council Member Gameros spoke on taking a tour of the homeless shelter, volunteers helping on community service projects, and spoke on the traffic stop incident.

Council Member Reynolds thanked staff for responsiveness, congratulated Public Works Department on obtaining grants and for reducing speed limits throughout the city, spoke on committees being in person and zoom, and spoke on the recent traffic stop incident.

Mayor Stephens spoke on the new mobile command vehicle, spoke on the Renaissance School, and spoke on the recent traffic stop incident and inclusivity.

**REPORT – CITY MANAGER** – Ms. Farrell Harrison, spoke on the recent traffic stop incident, spoke on rental assistance programs, Fair Housing Workshop on February 15<sup>th</sup>, Dump Day and shredding event on March 4<sup>th</sup>, and congratulated a local photographer who will be photographing the Philadelphia Eagles.

**REPORT – CITY ATTORNEY – NONE.**

### **CONSENT CALENDAR (Items 1-6)**

**MOVED/SECOND:** Council Member Chavez/Mayor Pro Tem Harlan

**MOTION:** Approve recommended actions for consent calendar items 1-6

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

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

Motion carried: 7-0

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

**ACTION:**

City Council, Agency Board, and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.



**2. READING FOLDER**

**ACTION:**

City Council received and filed Claims received by the City Clerk: Adrian Aguilar, Julio Ascencio, State Farm Mutual with Jefferson Kirk Given, William Harvill, Mark Herschthal, Victoria Maldonado, Piotr Pramowski, Juan David Veramancini.

**3. ADOPTION OF WARRANT RESOLUTION**

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

**ACTION:**

City Council approved Warrant Resolution No. 2693.

**4. MINUTES**

**ACTION:**

City Council approved the Minutes of the Regular meeting of January 17, 2023 and the Special Study Session of January 24, 2023.

**5. AUTHORIZE THE USE OF SOURCEWELL'S NATIONAL COOPERATIVE AGREEMENT WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF NEW AND REPLACEMENT CITY VEHICLES AND EQUIPMENT**

**ACTION:**

1. City Council authorized the use of Sourcewell's National Cooperative Agreement No. 091521-NAF (Attachment 1) with National Auto Fleet Group for the purchase of new and replacement City fleet vehicles - cars, vans, SUV's, trucks and related equipment - as approved during the annual budget process.
2. Authorized the City Manager and the City Clerk to execute all documents necessary to utilize the Sourcewell National Cooperative Agreement for one year with two one-year renewals authorized in respective annual budgets through FY 2024-25 for an annual not-to exceed amount of \$2,000,000.

**6. SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND THE CITY OF COSTA MESA'S MUNICIPAL CODE 3-151 APPEALS FROM ACTION OF POLICE CHIEF**

**ACTION:**

City Council adopted Ordinance No. 2023-01 to amend Section 3-151 (Appeals from Action of Police Chief) Chapter VI (Special Animal Permit) of Title 3 (Animal Regulations) of the CMMC to grant appeal authority to the City Manager in place of the City Council for Special Animal Permit related actions taken by the Chief of Police.

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

## **PUBLIC HEARINGS:**

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

### **1. REPEAL OF THE ORDINANCES UNDER CHAPTER I (BICYCLES AND MOTORIZED BICYCLE LICENSING) TO TITLE 4 (BICYCLES) OF THE COSTA MESA MUNICIPAL CODE**

Presentation by Acting Police Captain Wadkins.

Public Comments:

Speaker, spoke in support of the item.

Speaker, spoke in support of the item, spoke on additional recommendations by the Active Transportation Committee, and updating ordinances.

Jay Humphrey, Costa Mesa, spoke in support of the project, and spoke on addressing traffic concerns regarding electric bicycles.

Speaker, spoke in support of the item, and on eliminating the requirement that bikes in parks must be parked in a bike rack.

Speaker, spoke on electric bikes.

David Martinez spoke in support of the item and on eliminating the requirement that bikes in parks must be parked in a bike rack.

**MOVED/SECOND:** Council Member Chavez/Council Member Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

Abstain: None

Motion carried: 7-0

#### **ACTION:**

City Council introduced for first reading Ordinance No. 2023-02 to repeal Chapter I (Bicycles and Motorized Bicycle Licensing) to Title 4 (Bicycles) of the Costa Mesa Municipal Code to comply with current California law.

**2. CITY COUNCIL FIRST READING OF AN ORDINANCE TO AMEND TITLE 13 OF THE COSTA MESA MUNICIPAL CODE (ZONING CODE) TO MODIFY EXISTING ACCESSORY DWELLING UNIT (ADU) STANDARDS TO CONFORM WITH RECENT REVISIONS TO STATE LAW AND TO CLARIFY LOCAL PROVISIONS TO IMPROVE PERMIT PROCESSING (CODE AMENDMENT CO 2022-01)**

Presentation by Mr. Yeager, Associate Planner.

Public Comments:

Speaker, spoke on the need for housing, ADU's, HCD's comments in their letter of March 2022 regarding exterior staircases, and spoke on Jr. ADU's and garage conversions.

**MOVED/SECOND:** Mayor Pro Tem Harlan/Council Member Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: None

Abstain: None

Motion carried: 7-0

**ACTION:**

City Council introduced for first reading, by title only, Ordinance No. 2023-03 approving Code Amendment CO-2022-01, amending Title 13 of the Costa Mesa Municipal Code (Zoning Code) to modify the City's accessory dwelling unit (ADU) standards to conform to recent revisions to State law, and to clarify several existing provisions to improve ADU permit processing.

**OLD BUSINESS:**

**1. RETAINER AGREEMENTS BETWEEN THE CITY OF COSTA MESA AND COMPLEX APPELLATE LITIGATION GROUP, LLP FOR LEGAL SERVICES**

Presentation by Ms. Hall Barlow, City Attorney

Mayor Stephens recused himself from the item due to campaign contributions received from the attorney, stepped down from the dais and left the Council Chambers.

Public Comments:

Cynthia McDonald spoke on the rate increase, requested total anticipated fees, and spoke on the cases.

**MOVED/SECOND:** Council Member Marr/Council Member Chavez

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper

Abstain: Mayor Stephens

Motion carried: 5-0-1-1

**ACTION:**

1. City Council approved the Agreements between the City of Costa Mesa and the law firm of Complex Appellate Litigation Group, LLP in connection with the pending lawsuits entitled The Ohio House LLC v. City of Costa Mesa, United States District Court for the Central District of California, Case No. 8:19-cv-01710-JVS (GJSx), Insight Psychology and Addiction, Inc. v. City of Costa Mesa, United States District Court for the Central District of California, Case No. 8:20-cv-00504-MEMF-JDE, SoCal Recovery, LLC v. City of Costa Mesa, 9th Circuit Court of Appeals No. 20-55820, RAW Recovery, LLC v. City of Costa Mesa, 9th Circuit Court of Appeals No. 20-55870.

2. Authorized the City Manager and the City Clerk to execute the Agreements.

City Council recessed into a break at 8:00 p.m.

City Council reconvened at 8:10 p.m.

**NEW BUSINESS:**

**1. CDBG CV HOMELESSNESS PREVENTION AND SERVICES TO LOW/MODERATE INCOME HOUSEHOLDS**

Presentation by Mr. Robbins, Neighborhood Improvement Manager.

Public Comments: None.

**MOVED/SECOND:** Mayor Pro Tem Harlan/Council Member Marr

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper,

Abstain: None

Motion carried: 6-0-1

**ACTION:**

1. City Council approved the reallocation of \$344,000 in Community Development Block Grant - Coronavirus (CDBG-CV) funds from Program Administration (\$274,000) and the Motel Isolation Voucher Program (\$70,000) for street outreach, workforce development, senior meals, and homeless youth programs.
2. Authorized the City Manager (or their designee) and the City Clerk to execute all agreements and/or amendments to the agreements to award CDBG-CV funding in the amount of \$70,000 for Trellis International, \$189,000 for City Net, and \$35,000 for Project Hope Alliance, each for a one-year term.
3. Approved the appropriation of \$50,000 in CDBG-CV funds to provide meals for Costa Mesa senior citizens.

**2. CITY OF COSTA MESA, COSTA MESA PUBLIC FINANCING AUTHORITY, COSTA MESA FINANCING AUTHORITY, AND COSTA MESA HOUSING AUTHORITY FINANCIAL STATEMENTS, AND HOUSING SUCCESSOR ANNUAL REPORT FOR THE PERIOD ENDING JUNE 30, 2022.**

Presentation by Ms. Molina, Finance Director.

Public Comments: None.

**MOVED/SECOND:** Mayor Stephens/Council Member Chavez

**MOTION:** Approve recommended actions.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Harper,

Abstain: None

Motion carried: 6-0-1

**ACTION:**

1. City Council received and filed the following reports for the fiscal year ended June 30, 2022:
  - a. Annual Comprehensive Financial Report (ACFR);
  - b. Air Quality Improvement Fund Compliance Report;
  - c. Audit Communication Letter; and
  - d. Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriation Limit Worksheets.
2. City Council and Costa Mesa Public Financing Authority received and filed the Costa Mesa Public Financing Authority audited financial statements for the fiscal year ended June 30, 2022.

3. City Council and Costa Mesa Financing Authority received and filed the Costa Mesa Financing Authority audited financial statements for the fiscal year ended June 30, 2022.
4. City Council and Housing Authority received and filed the following reports for the fiscal year ended June 30, 2022:
  - a. Independent Financial Audit of the Costa Mesa Housing Authority, including the Low and Moderate Income Housing Asset Fund; and
  - b. The Fiscal Year 2021-22 Housing Successor Annual Report prepared under the California Health and Safety Code Section 34176.1 as the housing successor and Section 34328 as a housing authority.

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

Council Member Gameros requested to adjourn in honor of Devin Clark a resident who passed away.

**ADJOURNMENT** –The Mayor adjourned the meeting at 9:13 p.m. in memory of Devin Clark.

**Minutes adopted on this 21<sup>st</sup> day of February, 2023.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk

DRAFT



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 23-1065

**Meeting Date:** 2/21/2023

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**TITLE:**

**EXTENSION OF CURRENT STREET SWEEPING SERVICES CONTRACT WITH SWEEPING CORP OF AMERICA**

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

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

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve Amendment No. 5 (Attachment No. 1) to the Professional Services Agreement (PSA) with Sweeping Corp of America (SCA), formerly known as CleanStreet, for Citywide street sweeping services.
2. Approve extension of time to June 30, 2023 and an increase of \$248,815.48 to the compensation, totaling an annual not-to-exceed amount of \$1,007,358.26.
3. Authorize the City Manager and City Clerk to execute the PSA and future amendments to the agreement within Council authorized limits with SCA.

**BACKGROUND:**

The City of Costa Mesa is responsible for the maintenance and regular sweeping of 977 streets, which includes over 850 miles of curb and gutter. On February 6, 2015, the City entered into a five (5) year agreement with three (3) additional one-year renewal periods with CleanStreet to provide weekly street sweeping services citywide. The final one-year extension period ends on February 28, 2023.

In October of 2021, the State of California Department of Industrial Relations (DIR) as a part of Public Works Case No. 2020-005, determined that street sweeping maintenance services for the City of Elk Grove constitute as public work, and is therefore subject to prevailing wage.



As the current agreement term is ending, the work needed to be re-bid and a new contract established. The Costa Mesa City Attorney's Office reviewed the ruling by the DIR regarding the City of Elk Grove and determined that street sweeping services in Costa Mesa would be subject to prevailing wage as well and would be required in the new contract.

**ANALYSIS:**

On November 8, 2022, the Purchasing Division advertised a Request for Proposal (RFP) No. 23-06 for Street Sweeping Services as required by the City of Costa Mesa Municipal Code. The RFP was posted on the Planet Bids website.

Sweeping Corp of America (SCA) and Guardian Street Sweeping submitted proposals in response to the RFP. Guardian Street Sweeping submitted required forms and a cost proposal, however, they did not provide documentation establishing they met all minimum requirements. Therefore, Guardian Street Sweeping's proposal is considered non-responsive.

SCA met all the minimum requirements and submitted the forms. As the SCA's proposal is still under review, Public Works coordinated with the Purchasing Division to negotiate a four-month extension of the current contract (Attachment No. 2). This four-month extension will provide additional time for Public Works, Finance, and City leadership to review the new proposal and provide appropriate recommendations to City Council at a future meeting.

**ALTERNATIVES:**

The City Council could reject the proposed amendment and redirect staff to proceed with awarding the contract. However, this will require additional analysis and detailed fiscal review. As the contract is expiring on February 28, 2023, staff does not recommend this alternative.

**FISCAL REVIEW:**

The funding for the four-month extension of the contract is available in the Fiscal Year 2022-23 Public Works Department operations budget.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report, prepared the Amendment No. 5 to the PSA, and approves them both as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends that City Council:

1. Approve Amendment No. 5 (Attachment No. 1) to the Professional Services Agreement (PSA) with Sweeping Corp of America (SCA), formerly known as CleanStreet for Citywide street sweeping services;
2. Approve extension of time to June 30, 2023 and an increase of \$248,815.48 to the compensation totaling an annual not-to-exceed \$1,007,358.26; and
3. Authorize the City Manager and City Clerk to execute the PSA and future amendments to the agreement within Council authorized limits with SCA.

**AMENDMENT NUMBER FIVE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
CLEANSTREET**

This Amendment Number Five ("Amendment") is made and entered into this 21<sup>st</sup> day of February, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CLEANSTREET, a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement on March 1, 2015 for Consultant to provide street sweeping services (the "Agreement"); and

WHEREAS, City and Consultant amended the Agreement through the First Amendment, dated June 15, 2015, to permit Consultant to lease space at City's Corporation Yard to store equipment used in connection with Consultant's services; and

WHEREAS, City and Consultant further amended the Agreement through the Second Amendment, dated January 2, 2018, to permit annual adjustments to Consultant's compensation based on Consumer Price Index ("CPI") data for the Los Angeles-Riverside-Orange County area, and increased Consultant's compensation by 2.6 percent (2.6%) based on the CPI increase from March 2016 to March 2017; and

WHEREAS, City and Consultant increased Consultant's compensation by 2.5 percent (2.5%) based on the CPI increase for February 2018 to February 2019 through the Third Amendment to the Agreement, dated May 1, 2019; and

WHEREAS, City and Consultant increased Consultant's compensation by 3.1% through the Fourth Amendment to the Agreement, dated May 17, 2022; and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the automatic extensions for three (3) additional one (1) year periods, terminating on February 28, 2023; and

WHEREAS, City and Consultant desire to extend the term for four (4) additional months, through June, 30, 2023; and

WHEREAS, City desires to increase Consultant's maximum compensation to One Million Seven Thousand Three Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$1,007,358.26).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through June 30, 2023.
2. Section 2.1 of the Agreement shall be amended to reflect that Consultant's total compensation shall not exceed One Million Seven Thousand Three Hundred Fifty-Eight Dollars and Twenty-Six Cents (\$1,007,358.26).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. This Amendment 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.

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

CONSULTANT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

CITY OF COSTA MESA

\_\_\_\_\_  
Lori Ann Farrell Harrison  
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:

\_\_\_\_\_  
Robert Ryan  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_





January 11, 2023

Mr. Paul Mackinen  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Email: [paul.mackinen@costamesaca.gov](mailto:paul.mackinen@costamesaca.gov)

**RE: STREET SWEEPING PROPOSAL**

Dear Mr. Mackinen,

CleanStreet is willing to extend street sweeping services for an additional month to month at the same rate and conditions.

Please feel free to give me a call if you have any questions or comments.

Sincerely,  
CLEANSTREET

*Rick Anderson*  
Director of Business Development

Cell: (310) 740-1601  
Office: (800) 225-7316 x108



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1066

**Meeting Date:** 2/21/2023

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**TITLE:**

**THIRD AMENDMENT TO THE AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES**

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

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

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the Third Amendment (Attachment 1) to the Maintenance Services Agreement (MSA) with West Coast Arborists, Inc. (WCA), to provide maintenance of the City's urban forest, increasing the annual compensation by \$150,000 for an annual not to exceed amount of \$778,679.04.
2. Authorize the City Manager and City Clerk to execute the proposed amendment and future amendments to the MSA.

**BACKGROUND:**

The City of Costa Mesa entered into a two (2) year agreement with WCA (Attachment 2) for comprehensive tree maintenance services on October 1, 2019, terminating on November 30, 2021 with the option to extend the term for one (1) successive two (2) year period. On December 1, 2021, the City and WCA entered the First Amendment to the agreement (Attachment 3) to exercise the two-year renewal period terminating on November 30, 2023. On February 17, 2022, the City and WCA entered into the Second Amendment to the Agreement (Attachment 4), increasing the annual compensation by \$12,327.04 based on a Consumer Price Index increase of two percent (2%) for the 2021-2022 Fiscal Year, as permitted by the agreement.

**ANALYSIS:**

WCA has provided tree maintenance services to the City for over 20 years. The City has added over 700 new trees to its urban forest through Capital Improvement Projects (CIP) and through the Parkway Tree Planting Program since the beginning of the most recent agreement effective October 1, 2019. The newly planted trees require regular maintenance. As a result, staff requests City Council approval of the Third Amendment to the MSA to increase the compensation by \$150,000 to ensure sufficient funding to continue to plant and provide proper care of newly planted trees. The



additional funding will allow the Department to plant up to 100 new trees by June 30, 2023. The locations for the new trees will be identified through resident requests via the City's new online Parkway Tree Planting Program. Additionally, staff will identify vacant tree sites in various parks and Westside in order to increase the tree canopy in deficient areas.

The first five years are critical for the long-term health and vitality of a tree. Proper watering and pruning will help provide for a healthy mature tree, and reduce future maintenance costs and potential failure. The new trees will be monitored on a regular basis. Automatic tree watering bags will be utilized in non-irrigated parkways. Tree stakes and ties will be inspected and adjusted as needed. Additionally, young trees will be trimmed and trained to ensure proper growth.

### **ALTERNATIVES:**

The City Council could reject the proposed amendment and redirect staff to proceed with awarding the contract as is. This would require staff to reduce the maintenance and planting of new trees and preserve funding for dead tree removal, urgent special requests, prioritize trimming of mature trees and emergency responses.

### **FISCAL REVIEW:**

The funding for the increase is available in the Fiscal Year 2022-23 Public Works Department operation budget. The department will be seeking an increase in its operating budget in future years for "Young Tree Care Program" to maintain newly planted trees.

### **LEGAL REVIEW:**

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

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

### **CONCLUSION:**

Staff recommends that City Council:

1. Approve the Third Amendment (Attachment 1) to the Maintenance Services Agreement with West Coast Arborists, Inc. (WCA), to provide maintenance of the City's urban forest, increasing the annual compensation by \$150,000 for an annual not to exceed amount of \$778,679.04.
2. Authorize the City Manager and City Clerk to execute the proposed amendment and future amendments to the MSA.

**AMENDMENT NUMBER THREE  
TO MAINTENANCE SERVICES AGREEMENT  
WITH  
WEST COAST ARBORISTS, INC.**

This Amendment Number Three ("Amendment") is made and entered into this 21st day of February, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Maintenance Services agreement dated October 1, 2019 for Contractor to provide tree maintenance services (the "Agreement") by piggybacking onto the Encinitas Contract; and

WHEREAS, the Agreement provided an initial term through November 30, 2021, with the option for the City to extend the term for one (1) successive two (2) year period, contingent upon an extension to the Encinitas Contract; and

WEHEREAS, the Encinitas Contract was extended for a period of three (3) years, through January 8, 2025; and

WHEREAS, on November 30, 2021, City and Contractor entered into Amendment Number One which extended the term for two (2) years, through November 30, 2023; and

WEHREAS, on February 17, 2021, City and Contractor entered into Amendment Number Two which increased prices and increased Contractor's maximum annual compensation to an amount not to exceed Six Hundred Twenty-Eight Thousand Six Hundred Seventy-Nine Dollars and Four Cents (\$628,679.04).

WHEREAS, City now desires to increase Contractor's maximum compensation by One Hundred and Fifty Thousand Dollars (\$150,000.00) for a total compensation not to exceed Seven Hundred Seventy-Eight Thousand Six Hundred and Seventy-Nine Dollars and Four Cents (\$778,679.04.00).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2.1 of the Agreement shall be amended to reflect that Contractor's total compensation shall not exceed Seven Hundred Seventy-Eight Thousand Six Hundred and Seventy-Nine Dollars and Four Cents (\$778,679.04.00). Contractor shall be paid according to the fee schedule set forth in the Agreement and Amendments to the Agreement.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

4. This Amendment 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.

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

CONTRACTOR

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

CITY OF COSTA MESA

\_\_\_\_\_  
Lori Ann Farrell Harrison  
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:

\_\_\_\_\_  
Robert Ryan  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

## Purchase Order

## City of Costa Mesa

City of Costa Mesa  
Finance Dept./Purchasing  
77 Fair Drive, 1st Floor  
Costa Mesa CA 92626  
United States

Vendor: 0000004498  
West Coast Arborists Inc  
2200 E Via Burton St  
Anaheim CA 92806-1221  
United States  
Fax: 714/956-3745

Purchase Order	Date	Revision	Page
CITY - 0000013143	09/24/2019		1
Payment Terms	Freight Terms	Ship Via	
N30	Destination	COM	
Buyer: Urueta, Stephanie		Currency Code: USD	

Ship To: City of Costa Mesa  
Public Svs. Corporation Yard  
2300 Placentia Ave.  
Costa Mesa CA 92627  
United States

Bill To: City of Costa Mesa  
Accounts Payable  
PO Box 1200  
Costa Mesa CA 92628-1200  
United States

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Maintenance Service Agreement		1.00	LT	570,852.00	570,852.00	06/30/2020
Schedule Total						570,852.00	

Tree Maintenance services including annual trimming of palm trees throughout the City and service levels to meet a 3-4 year trimming cycle. Includes Grid Trimming, specialty trimming, tree removals and tree plantings.

Root pruning: Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Departments requirement.

Grid Pruning Designated Districts are to be pruned in their entirety. This includes all small, medium, large hardwood trees and annual Palm Tree pruning. Tree pruning will include crown cleaning, raising and slight thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), and the ANSI A300 Standards. Special projects that are difficult to access, that require the need for specialty equipment (i.e. 95-foot tower, crane, etc.) or pruning for aesthetics, crown reduction or crown restoration will fall under Crew Rental.

Term: October 1, 2019 - September 30, 2022 w/two (2) one-year renewal options.  
Compensation: Annual NTE \$616,352.00

Item Total 570,852.00

2 - 1	Maintenance Service Agreement		1.00	LT	35,000.00	35,000.00	06/30/2020
Schedule Total						35,000.00	

Item Total 35,000.00

3 - 1	Maintenance Service Agreement		1.00	LT	7,500.00	7,500.00	06/30/2020
Schedule Total						7,500.00	

Item Total 7,500.00

4 - 1	Maintenance Service Agreement		1.00	LT	3,000.00	3,000.00	06/30/2020
Schedule Total						3,000.00	

Item Total 3,000.00

## Notes:

- 1) Department Contact Person: Robert Ryan (714) 327-7499 or Jim Ortiz (714) 327-7490
- 2) Vendor Contact Person: Randy Thompson (714) 991-1900 rthompson@wcainc.com
- 3) Pricing based on Coop Agreement w/City of Encinitas RFP No. 2017-13 (pg. 22)/Subject to CPI/Council approved 9/3/19
- 4)\*\*This Purchase Order serves as a written contract for the work listed above. As stated on the back of the Purchase Order Item #16, Commercial General Liability (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to the City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy from the vendor". 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

Accounts Payable: (714) 754-5216 or 5073. Purchase Order Number and Department Organization Number must appear on all invoices and shipping papers. Invoice must state complete or partial delivery. Include your Taxpayer ID Number.

Authorized Signature

*Signature pg. 2*

# Purchase Order

## City of Costa Mesa

City of Costa Mesa  
Finance Dept./Purchasing  
77 Fair Drive, 1st Floor  
Costa Mesa CA 92626  
United States

Vendor: 0000004498  
West Coast Arborists Inc  
2200 E Via Burton St  
Anaheim CA 92806-1221  
United States  
Fax: 714/956-3745

Purchase Order	Date	Revision	Page
CITY - 0000013143	09/24/2019		2
Payment Terms	Freight Terms	Ship Via	
N30	Destination	COM	
Buyer: Urueta, Stephanie		Currency Code: USD	

Ship To: City of Costa Mesa  
Public Svs. Corporation Yard  
2300 Placentia Ave.  
Costa Mesa CA 92627  
United States

Bill To: City of Costa Mesa  
Accounts Payable  
PO Box 1200  
Costa Mesa CA 92628-1200  
United States

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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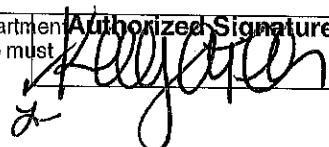
under their workers compensation insurance policies.

### Internal Notes:

525201-101-19500-40111 = \$570,852.00  
500000-416-19200-30112-400015 = \$35,000 (Curb & Sidewalk Projects)  
500000-208-19200-40112-800015 = \$7,500 (Curb & Sidewalk Projects)  
500000-401-19200-20606-200098 = \$3,000 (3175 Airway Avenue - Tree-related work)  
GL WC Auto 7/1/20  
File C02925

Total PO Amount 616,352.00

Accounts Payable: (714) 754-5216 or 5073. Purchase Order Number and Department Organization Number must appear on all invoices and shipping papers. Invoice must state complete or partial delivery. Include your Taxpayer ID Number.

Authorized Signature  


**CONDITIONS.** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over-shipments and under-shipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section 1771.1 (A):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions: (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
WEST COAST ARBORISTS, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2019 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WEST COAST ARBORISTS, a California corporation ("Contractor").

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide tree maintenance services, as more fully described herein; and

B. WHEREAS, Section 2-165 of the Costa Mesa Municipal Code permits the City to purchase services through competitively awarded agreements of other local, state, or federal government agencies, a process known as "piggybacking"; and

C. WHEREAS, the City of Encinitas competitively awarded Contractor a contract effective January 1, 2018 for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, and documenting (collectively, "tree maintenance services"), attached hereto as Exhibit "A" and incorporated herein by this reference ("Encinitas Contract"); and

D. WHEREAS, the City desires to "piggyback" onto the Encinitas Contract, and Contractor consents to the "piggybacking"; and

E. WHEREAS, City and Contractor desire to contract for the tree maintenance services in accordance with the Encinitas Contract, subject to the modifications set forth herein; and

F. WHEREAS, Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

G. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1. Contractor agrees to perform the services set forth in the Encinitas Contract for the City in accordance with the terms of the Encinitas Contract, except as otherwise stated herein.
2. Except as otherwise stated herein, the terms and conditions of the Encinitas Contract shall form the basis of this Agreement, with the City having the rights, duties, and obligations of the City of Encinitas set forth in the Encinitas Contract.



3. If any provision of this Agreement conflicts with any provision of the Encinitas Contract, then the terms, conditions and provisions of this Agreement shall control.
4. The terms and conditions of the Encinitas Contract are modified, amended, or supplemented as follows:
  - a. All references in the Encinitas Contract to "City" shall be considered references to the City of Costa Mesa.
  - b. Section 4.0 shall be amended to add a subsection 4.4 to read as follows:

4.4 Contractor's annual compensation shall not exceed Six Hundred Sixteen Thousand Three Hundred Fifty-Two Dollars (\$616,352.00).
  - c. Section 5.0 shall be deleted in its entirety and replaced as follows:

5.1 Term. The term of this Agreement is for a period commencing on October 1, 2019, and ending on November 30, 2021, unless terminated earlier as set forth herein, or extended pursuant to Section 5.2 below.

5.2 Options to Extend. Provided that City is satisfied with Contractor's performance under this Agreement and Contractor is in full compliance with the terms and conditions of this Agreement, City shall, at its sole discretion and without obligation to Contractor, have the option to extend the term of this Agreement for one (1) successive two (2) year period. Any extensions will be memorialized through a written amendment to this Agreement. City and Contractor agree that City's ability to exercise such extensions is contingent upon extensions of the Encinitas Contract.

5.3 Agreement Price. Contractor agrees not to raise Contractor's prices during the initial term of the Agreement. Thereafter, Contractor may request in writing at least sixty (60) days prior to the expiration of the initial term, or any extension period, a contract extension and price increase based on an increase Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the June index for the current year and the June index for the preceding year. However, in no event shall any increase in Contractor's prices exceed two percent (2%). Contractor's written request for a contract extension and price increase shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised prices based on such CPI increase. The price increases shall be effective on the first day of any extension period and shall not be increased during any extension period.
  - d. Section 19.1 shall be amended to read as follows:

Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is a court of competent jurisdiction in Orange County, California.

- e. Section 21.1 shall be amended to provide the following contact information for City:

If to City: City of Costa Mesa  
Attn: Bruce Lindemann  
77 Fair Drive  
Costa Mesa, CA 92626

cc: City of Costa Mesa  
Attn: Purchasing  
77 Fair Drive  
Costa Mesa, CA 92626

5. The certificates of insurance required by Section 12.0 of the Encinitas Contract shall be attached hereto as Exhibit "B."
6. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Contractor'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.
7. 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.


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

  
\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: 9/23/19

CONTRACTOR

  
\_\_\_\_\_  
Signature

Date: 9/6/19

Patrick Mahoney, President  
\_\_\_\_\_  
Name and Title

95-3250682  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

Brenda Green 9/23/19  
Brenda Green  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Kimberly Hall Barlow  
City Attorney

Date: 9/19/19

APPROVED AS TO INSURANCE:

[Signature]  
Ruth Wang  
Risk Management

Date: 9/12/19

APPROVED AS TO CONTENT:

[Signature]  
Bruce Lindemann  
Project Manager

Date: 9/17/19

DEPARTMENTAL APPROVAL:

[Signature]  
Raja Sethuraman  
Public Services Director

Date: 9-17-19

APPROVED AS TO PURCHASING:

[Signature]  
Kelly Telford  
Finance Director

Date: 9/11/19

**EXHIBIT A**  
**CITY OF ENCINITAS AGREEMENT**

**AGREEMENT FOR GENERAL SERVICES BETWEEN  
THE CITY OF ENCINITAS AND WEST COAST ARBORISTS, INC.**

**GENERAL SERVICES AND MAINTENANCE CONTRACT ONLY  
(Non-Federal/Prevailing Wage)**

THIS Contract is made and entered into by and between the City of Encinitas, a municipal corporation, hereinafter referred to as "City", and West Coast Arborists, Inc. hereinafter referred to as "Contractor".

**RECITALS**

City requires Contractor to perform its scope of work generally described as:

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services as conditioned in RFP No. 2017-06; for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas trees in a safe, attractive and overall healthy condition.

Contractor represents itself as possessing the necessary skills and qualifications to maintain the public works project required by City and possessing all required licenses and certifications;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

**1.0 Contract Documents**

1.1 The Contract Documents shall be deemed to be this Agreement, the Request for Proposal and Contractor's submission, all documents attached and specifically referenced herein.

**2.0 Contractor's Obligations (Attachment A)**

2.1 Contractor shall perform its scope of work that is described in **Attachment "A"**, which is attached hereto and incorporated herein as though fully set forth at length.

2.2 Contractor shall, at its own cost and expense, in a competent manner consistent with all applicable standards of care, furnish all labor, inspection, technical, administrative, professional and other personnel, all supplies and materials, equipment, tools, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means and methods whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the scope of work and provide the services required by this Agreement.

2.3 Contractor is hired to render those services necessary to perform the Scope of Work in a professional manner, and any payments made to Contractor are compensation fully for those services.

2.4 Contractor shall maintain throughout the full term of this Agreement all professional certifications and licenses required in order to comply with all city, state, and federal laws in the performance of this Agreement.

2.5 For the services to be performed, Contractor shall pay wages to Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Director of the Department of Industrial Relations of the State of California and pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1771, 1773, 1773.1. Contractor shall follow all prevailing wage reporting required by law and the State Department of Industrial Relations (DIR).

### **3.0 Extra Work**

3.1 Contractor, in providing the services as set forth herein, shall not perform work and will not be paid for work in excess of the Agreement amount without first obtaining a fully executed written Change Order from City or its authorized designated representative. All requests for extra work shall be made in writing and submitted to City.

### **4.0 Payment For Services (Attachment B)**

4.1 Contractor's payment for services, including fee schedule or other terms of compensation, is attached hereto as Attachment "B" and incorporated herein by this reference.

4.2 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with Attachment "B".

4.3 Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

### **5.0 Term of Agreement**

5.1 This Agreement shall be effective on and from the day, month and year of the execution of this document by City.

5.2 Term. The term of the Agreement is for a period of four (4) years commencing on the Execution Date by City, and terminating four (4) years from the execution date ("Termination Date") unless terminated earlier as set forth herein, or extended pursuant to Section 5.3 below.

5.3 Options to Extend. Provided that City is satisfied with Contractor's performance under this Agreement and Contractor is in full compliance with the terms and conditions of this Agreement, City shall, at its sole discretion and without obligation to Contractor, have the option to extend the terms of this Agreement for no more than two (2), three (3) year options. The City Manager and Contractor shall execute the extension(s) within sixty (60) days prior to the expiration of the Agreement. The total Agreement term may not exceed (10) ten years.

5.4 Agreement Price. Contractor agrees not to raise prices for the original four (4) year term of the agreement. Thereafter, Contractor may request in writing no later than ninety (90) days from the option date to request a contract extension and price increase not to exceed the prior year annual Bureau of Labor Statistics Consumer Price Index, San Diego or 2%, whichever is greater. All price increases shall take effect upon the effective date of the renewal.

## **6.0 Termination of Agreement**

6.1 In the event of Contractor's failure to prosecute, deliver, or perform the described services, the City may terminate this Contract by notifying Contractor by certified mail of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

6.2 This Contract may be terminated by the City, without cause, upon the giving written notice to the Contractor. Contractor shall: (1) assemble all materials and records prepared or obtained in the performance of this Contract and deliver said documents and materials to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

## **7.0 Independent Contractor**

7.1 Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor shall be under control of City only as to the result to be accomplished and the personnel assigned to the Project. However, Contractor shall confer with City as required to perform this Agreement.

7.2 If Contractor is approved by the City to subcontract for extenuating circumstances any work to be performed under this Agreement, Contractor shall be as fully responsible to City or the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Contractor and City. Contractor shall bind every subcontractor by the terms of the Agreement applicable to Contractor's work, including indemnity and insurance requirements.

## **8.0 No Assignment of Agreement**

8.1 Contractor has no authority or right to assign this Agreement or any part thereof or any monies due thereunder without first obtaining the prior written consent of City.

## **9.0 No Verbal Agreement or Conversation**

9.1 No verbal agreement or conversation with any officers, elected officials, appointed officials, volunteers, agent or employee of City, either before, during or after the execution of this Agreement, shall effect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement.

## **10.0 Disputes**

10.1 If a dispute should arise regarding the performance of this Agreement, the following

initial dispute resolution procedures shall be used:

A. Within twenty (30) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back-up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.

B. The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

10.2 If the dispute is not resolved at staff level in accordance with Section 10.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties), the aggrieved party, through its respective project manager shall deliver to the City Manager's office a letter outlining the dispute for the City Manager's review. The receiving party may submit further response, if required, to the City Manager within five (5) city working days thereafter. The City Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussion or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

10.3 If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Contractor of its obligation and Contractor is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

#### **11.0 Hold Harmless**

11.1 To the greatest extent allowed by law, Contractor shall defend and indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, negligence (including the active or passive negligence of City as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, subcontractors and contractors arising out of or in connection with the performance of the scope of work or this Agreement, including without limitation the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

11.2 Contractor's defense obligation (with counsel approved by City), shall arise immediately upon City's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives, notwithstanding whether liability is or can be established against City. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

11.3 Contractor's defense and indemnity obligations herein include, but are not limited to



damages, fines, penalties, attorney's fees and costs arising from claims under the Americans With Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the scope of work or after the Project is complete, as the result of defects or negligence in Contractor's services.

11.4 Contractor's obligation herein includes, but is not limited to, alleged defects in the services performed; alleged defects in the materials or services furnished under the Agreement; alleged injury to persons or property; alleged inverse condemnation of property as a consequence of the performance of the work or the improvement; any regulatory violations (including but not limited to Stormwater Pollution Control BMP/Erosion Control and regulatory requirements); and any accident, loss or damage to City property or third party liability prior to the acceptance of same by City.

11.5 By inspecting, approving or accepting the services performed by Contractor, City shall not have waived the protections afforded herein to City and City's officers, elected officials, appointed officials, volunteers, employees and agents or diminished the obligation of Contractor who shall remain obligated in the same degree to indemnify and hold City and City's officers, elected officials, appointed officials, volunteers, employees and agents, harmless as provided above.

## 12.0 Insurance

12.1 Commercial General Liability Insurance. Contractor shall obtain and maintain for the full term of this Agreement, comprehensive general liability and property damage insurance, or commercial general liability insurance, from an insurance company approved by City having a Best Rating of A-: VII or better and authorized by the Insurance Commissioner of the State of California Department of Insurance to be transacting business in the State of California, in the following minimum limits:

General liability (including operations, Products and completed operations)	
Combined Single Limit Per Occurrence	\$5,000,000.00
General Annual Aggregate	\$10,000,000.00

The limits of insurance shall not relieve Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City, and shall not preclude City from taking such other actions available to City under other provisions of the Agreement, Contract Documents, or law.

Contractor shall make certain that if any and all subcontractors hired by Contractor are insured in accordance with this Agreement, if any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold City harmless from any damage, loss, cost, or expense, including attorney's fees, incurred by City as a result thereof.

All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, occurring during the policy term, and shall specifically insure the performance by Contractor. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in this Agreement.

12.2 Automobile Liability Insurance. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to City for bodily injury and property damage in an amount, at least, one million dollars (\$1,000,000) per person per accident.

12.3 Workers' Compensation Insurance. Contractor shall provide, during the term of this Agreement, workers' compensation insurance for all of the employees engaged in Work under this Agreement, on or at any work site, and, in case of any sublet Work, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees as proscribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Contractor's insurance. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code in an amount of, at least, one million dollars (\$1,000,000) per person per accident and shall contain a Waiver of Subrogation in favor of City.

Contractor shall assume the immediate defense of and indemnify and save harmless City and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractors, to perform the scope of work under this Agreement regardless of responsibility or negligence.

12.4 Employer's Liability Insurance. Contractor shall provide during the life of this Agreement, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Agreement and Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of City.

12.5 Form Proof of Insurance. Any insurance carrier providing insurance coverage required by the Agreement and Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A : VII or better. Insurance deductibles or self-insured retentions must be declared by Contractor, and such deductibles and retentions shall have the prior written consent from City.

12.6 Additional Insured Requirement. City, its officers, elected officials, employees, contractors, construction managers, architect and volunteers are to be covered as additional insureds by endorsement under the General Liability, Automobile Liability, Employers Liability and Workers Compensation Liability Insurance policies. The General Liability policy shall be evidenced by an additional insured endorsement, using form ISO CG 20-10-10-01 and GC 20-37-10-01 or the exact equivalent.

12.7 Other Insurance Requirements. The Certificate(s) and policy(s) of insurance shall provide no less than thirty (30) days written notice be given to City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, City may terminate or Stop Work pursuant to this Agreement and Contract Documents, unless City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments evidencing coverages and the insurance as required is in full force and effect.

Contractor shall not take possession of any work site, or commence its scope of work under this Agreement until City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements and any and all other attachments as required in this Agreement. The original Endorsements for each policy and the Certificate(s) of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the parties and the insurance company(s) that the Certificate(s) of Insurance and policies shall be construed as primary, and City's Insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

### **13.0 Payroll Records**

13.1 Consistent with Labor Code Section 1776, Contractor and each subcontractor shall maintain accurate weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

13.2 The payroll records described herein shall be certified and submitted by Contractor at a time designated by City. Contractor shall also provide the following:

A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor or any subcontractor shall not be marked or obliterated.

13.3 Pursuant to Labor Code Section 1775, Contractor and any subcontractor under the Agreement shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the DIR for the work or craft in which the worker is employed for any public work done under the Agreement by Contractor or, except as provided by statute, by any subcontract under the Agreement. Upon the request of the DIR, such penalties shall be withheld from Agreement payments.

### **14.0 Prevailing Wage and Enforcement Compliance**

14.1 This is a prevailing wage contract and prevailing wage rates for this locality and project as determined by the Director of the DIR apply, pursuant to labor code section 1770, et. Seq. A copy of the prevailing wage rates shall be posted on the job site by Contractor. A schedule of prevailing wage rates is available for review at City's offices or may be found on the Internet at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall be required to pay at least the wage rates set forth in that schedule. Certified Payroll records shall be maintained by Contractor and copies of the certified payroll shall be electronically sent to the DIR and be delivered to City at the end of each month during the entire duration of the project.

Contractor is subject to compliance monitoring and enforcement by the DIR. Subject to exceptions as set forth in Labor Code section 1771.1, Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or

engage in the performance of any contract for public work, as defined by statute, unless it is currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. City may not accept a bid nor any contract or subcontract entered into without proof of Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5. For more information, go to <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.

Contractor shall be aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Contractor may view a copy of the prevailing rates of per diem wages at City's offices. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

14.2 Contractor and each subcontractor shall forfeit as a penalty to City not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontractor under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

#### **15.0 Employment of Apprentices**

15.1 Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by Contractor or any subcontractor. Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the DIR, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### **16.0 Nondiscrimination/Equal Employment Opportunity**

16.1 Pursuant to Labor Code Section 1735 and other applicable provisions of law, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

## **17.0 Labor/Employment Safety**

17.1 Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Contractor shall further comply with all other federal, state or local safety regulations, as they may apply to its scope of work. City shall not be responsible for inspection of Contractor's safety practices or for safety violations caused by Contractor.

## **18.0 Conflict of Interest**

18.1 Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.

## **19.0 General Provisions**

19.1 Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is San Diego County, North County Judicial Branch, California.

19.2 Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

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

19.4 Precedence of Agreement Documents. If there is a conflict between any of the contract documents, including attachments or incorporated documents such as the Request for Proposal (RFP) and Contractor's RFP response, the documents in the highest of precedence shall control. If no direct conflict exists, then Contractor is required to meet all requirements of this Agreement and all incorporated documents and references. The order of precedence, from highest to lowest, shall be as follows:

- a) This Agreement, including Attachments A and B.
- b) The City RFP.
- c) Contractor's RFP response.
- d) Standard Specifications.
- e) Reference Specifications.
- f) Industry Standards.

## **20.0 Contractor's Books and Records/Audit Right**

20.1 Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any

longer period required by law, from the date of final payment to Contractor.

20.2 Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Council, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for review and copying at Contractor's address indicated for receipt of notices in this Agreement.

20.4 City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the City Manager's office. Access to such records and documents shall be granted to any party authorized by Contractor's representatives, or Contractor's successor in interest.

#### **21.0 Written Notification**

21.1 Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:  
City of Encinitas  
505 N. Vulcan Ave Encinitas, Ca 92024

If to Contractor:  
West Coast Arborists, Inc.  
2200 E. Via Burton Street Anaheim, Ca 92806

#### **22.0 Contractor's Awareness And Compliance With The Americans With Disabilities Act Of 1990**

22.1 Contractor certifies that Contractor is aware of the requirements of the Americans with Disabilities Act of 1990 (42 U. S. Code §12101) and has complied with and will comply with these requirements, including but not limited to verifying compliance of their contractors, consultants, agents and employees.

West Coast Arborists, Inc.  
Contractor

By: [Signature] 1-8-2018  
(Signature) (Date)

PRESIDENT.  
(Title)

Attest: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM

[Signature]  
Glenn Sabine, City Attorney

Dated: 1/8/18

CITY OF ENCINITAS

By: [Signature] 1/8/18  
(Signature) (Date)

Asst. City Manager  
(Title)

## ATTACHMENT "A" CONTRACTOR'S SCOPE OF WORK

Contractor: West Coast Arborists, Inc.

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas trees in a safe, attractive and overall healthy condition.

The City proposes to enter into a Contract with a qualified Contractor who is proactive in their work and can meet the requirements set forth in this proposal package. The Contractor will be required to perform and complete the proposed Urban Forestry Maintenance Services in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete the work according to generally accepted International Society of Arboriculture (ISA) practices and standards, and in a timely manner that will meet the City's requirements. The successful proposer will be required to comply with all current prevailing wage requirements as set forth in the Labor Code administered by the Department of Industrial Relations.

There are two main program goals. First, the City requires an update to the current tree inventory and database, which includes updating and maintaining records throughout the term of the Contract. Second, the City requires an annual tree maintenance program to support and develop its Urban Forest. The following requirements are meant to meet these goals.

### A. Tree Inventory

1. Upon Contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within ninety (90) days of the Contract award. The new inventory shall capture all trees within the Public Rights of Way, new tree sites, as well as, trees in parks, open space areas and city facilities. The Contractor shall provide, at no additional cost to the City, software support to the City for the entire term of the Contract. The Contractor shall provide the City with recommendations for tree maintenance, tree health care, recommended planting locations, and recommended removals. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for immediate termination of the Contract.
2. Tree Software Program - The Contractor shall operate and maintain, at no additional cost to the City, a computerized internet based urban forestry management program that includes, but is not limited to, municipal tree inventory, ability to send online work requests for services, work order tracking, work histories and the ability to update site specific tree data and work records, invoices tracking and job balances, reports, value of the urban forest, GPS accessibility, and various other computer information management system tools.
3. Record Keeping - The Contractor will provide, at no additional cost to the City, access to a record keeping system consisting of a password protected Internet-driven tracking program and Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The program shall have the capability to produce



detailed listings of trees and site information, work histories, service requests, summary reports and pictures of City tree species.

4. GPS - Since the City of Encinitas already has a tree inventory in GIS, the City's GIS Division will provide the current tree inventory feature class (SQL table) to the contractor as a starting point. This includes but is not limited to all publicly owned trees on street rights-of-way, parks and open spaces such as medians, streetscapes, etc.

The contractor shall then track the maintenance and characteristic information of the trees in the City of Encinitas' tree inventory feature class in ArcGIS version 10. Or, the contractor shall incorporate the City's tree inventory FacilityID field into their own database, and include x and y (lat/long) fields necessary to map the trees in GIS.

For on-going data maintenance, when a new tree is planted, the new tree site will be added as a record to the tree inventory, and will include the latitude/longitude coordinates (collected by the contractor using a Global Positioning System (GPS) device with minimum sub-meter accuracy). Lat/long coordinates shall be included at the time a new record is added, and will not be input at a later date through a bulk update process. Trees that are removed will not be deleted from the tree inventory, but will be coded as 'vacant'.

At required intervals, the contractor shall provide an ArcGIS version 10 file or personal geodatabase containing the updated tree feature class, which will be reconciled with the City GIS tree inventory. Or, the contractor may provide an Excel spreadsheet or Access database table containing updated information that can be joined to the City's GIS tree inventory based on FacilityID. If the contractor provides their own updated tree inventory database to the City, there will be a one-time requirement to provide a data dictionary of fields containing tree maintenance and tree characteristic information that corresponds to similar fields in the City's GIS tree inventory, so that the City is confident that accurate data synchronization/updating can occur.

5. Tree Inventories and Developing Inventory Databases - The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program to address its specific needs. The user-friendly program should allow customers to generate a variety of reports quickly.
6. Training and Support - The Contractor shall provide, at no additional cost to the City, training and support on the software system they provide for the entire term of the contract. Contractor shall provide training to designated City staff during the hours of 7:00 A.M. to 4:30 P.M. Monday through Friday. The Contractor shall be readily available by telephone or e-mail and shall respond to the City's inquiries in a timely manner.

#### B. Annual Maintenance Program

1. Public Relations - The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.

2. **Work Schedule** - Upon Contract award, the successful proposer shall be required to submit a work schedule based on the City's annual pruning requirements which is a systematic tree pruning program composed of existing grid or per-designed districts that are pruned in their entirety on a set schedule; removal & replacement programs which consist of removing trees designated by the City and replanting appropriate trees as replacements; and planting new appropriate trees in areas where trees do not currently exist. The proposal shall include a recommended annual work plan, daily work schedules, and personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future program needs the scheduled work may require multiple crews to perform concurrently within the same time constraints.

The Contractor is also required to provide service for trees prior to their regular and scheduled trim cycle in order to correct an immediate problem or concern as determined by the City's Designated Representative. Such request(s) shall be addressed and work completed within one (1) week of notice by the City.

3. **Work Hours and City Notification** - The Contractor's working hours, for normal work, shall be limited to the hours between 7:00 AM and 4:30 PM Monday through Friday, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior authorization from the City's designated representative. The Contractor shall notify the City's Designated Representative 24hrs before beginning work. The notification shall include what work is being done and where, the name of the onsite supervisor and his or her direct phone number.
4. **Emergency Response** - The Contractor shall be responsible for responding to tree related emergency situations during normal business hours, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City of Encinitas.

As part of this Contract, the Contractor shall be required to make the City of Encinitas their priority client for responses during emergencies that cover the San Diego area.

- Telephone responses by the Contractor to tree related emergency calls during normal business hours and after-hours shall be made within (30) fifteen minutes of the initial call.
- The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is sixty (60) minutes.
- The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is ninety (90) minutes.

Failure to meet these requirements may be cause for termination of the Contract.

5. **Competent Supervisor and Project Manager** - The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English, and holding the necessary certifications or credentials as described for that position. All supervisors must

possess adequate technical background to ensure that all work is accomplished per provisions of this Contract.

Contractor is required to have a competent Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

6. **Qualified Staff** - Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the Contract.
7. **Uniforms** - All employees of Contractor performing services shall appear neat and well-groomed at all times and shall be dressed in clean, unaltered uniforms at no additional cost to the City, with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall wear orange safety vests when operating machinery and/or while working near moving traffic as required by any applicable laws.
8. **Knowledge, Skills and Abilities** - The Contractor's employees shall be subject to the following minimum knowledge, skills, abilities and requirements:
  - The proper license to operate equipment;
  - Ability to operate and maintain equipment in accordance with the manufacturer's recommendations;
  - Mechanical ability to make required operator adjustments to the equipment being used;
  - Knowledgeable of safety regulations as they relate to tree care and traffic control;
  - First Aid Certification from a nationally recognized organization (minimum of one member of each crew);
  - Ability to communicate orally and in writing in English; and,
  - Demonstrated knowledge of tree care and related operations.
9. **ISA Standards** - The Contractor shall deliver a level of quality that is compatible with Current International Society of Arboriculture (ISA) standards, and standards and requirements described herein in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Contract.
10. **Clean Worksite** - Upon completion of work on individual street segments that are under the Contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over

which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operation shall be cleaned up immediately.

#### 11. Equipment

- a. Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted. Waste bins shall be removed from individual street segments once the work has been completed.
  - b. All equipment used and all maintenance practices employed shall be subject to the inspection of the City's designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this Contract shall be properly marked with company identification and comply with all state and federal regulations. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be covered and in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision will be cause to have the equipment removed from the job site.
  - c. It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the Contract. All equipment is to be approved by the City prior to the start of the Contract. It is the Contractor's responsibility to notify the City's designated representative of any change in the equipment inventory during the performance of the Contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed and may be grounds to terminate the Contract.
12. Disposal of Refuse and Debris/Landfill Diversion Requirement - All vegetation and debris generated by the Contractor in the performance of the work shall become the property of the Contractor and shall be removed from the work site promptly. The Contractor shall dispose of all generated debris at no additional cost to City and shall, at minimum, dispose of the material as is consistent with the requirements of AB 939. The Contractor is encouraged to divert as much material as possible from the landfill, meeting or exceeding the City's goal of seventy-five (75) percent diversion rate. It is anticipated that one-hundred (100) percent of the material from the work could be diverted, unless a particular tree is diseased or not suitable for reuse.
13. Protecting the Urban Forest - If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City's designated representative. The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree. Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree as determined by an Independent Consulting Arborist.

14. Safety Requirements - The Contractor shall conduct all work outlined in the Contract in such a manner as to meet all currently accepted standards for safe practices during the operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all current City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA, CAL EPA Safety Orders and ANSI Z133.1 Safety Requirements for Arboricultural Operations at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.
15. Traffic Control - The Contractor shall be responsible for traffic control and safety regulations as related to any City, State or County requirements while working in the public right-of-way or on any City project. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines and any City, County or State supplements guidelines and/or regulations and laws. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the MUTCD (Manual on Uniform Traffic Control Devices) and any California supplements to the MUTCD and any local regulations.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City's designated representative.

The Contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to continue, in any work zone that presents a dangerous conditions to pedestrian and/or vehicular traffic.

The Contractor may be required to submit a traffic control plan to the Engineering Department as directed by the City's designated representative.

16. Utility Coordination - The Contractor shall recognize the rights of utility companies within the public right-of-way or on any City project and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the City's designated representative of any utility that is disturbed or damaged and shall contact the appropriate utility to arrange for repair.

17. Authority and Inspections

- a. The City's designated representatives shall, at all times, have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials and equipment used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the City's designated representative so

that property access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City's designated representative.

- b. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the City's designated representative for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original requirements.
  - c. All work shall be completed to the satisfaction of and under the supervision of the City's designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension or termination of Contract. Inspection of work will be done by the City's designated representative, during the performance of work or when deemed necessary.
  - d. If any portion of the work done under the Contract proves defective or not in accordance with the requirements, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City's designated representative shall have the right and authority to retain the work, but he/she may make such deductions in the payment due the Contractor as may be just and reasonable.
  - e. Any work which is defective or deficient in any of the requirements or specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner and within a reasonable amount of time as determined by the City, at the Contractor's own expense.
  - f. In any other case, a letter will be sent to Contractor noting deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period of time not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Contract or deduct payment as is proportionately appropriate for non-compliance with the requirements and specifications of the Contract.
18. Quantities/ Minor Modifications and/or Additional Work - The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the requirements or specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in this document shall be subject to prior written approval of the City. Any price adjustments shall be made by mutual consent of the City and Contractor.

Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not

listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.

19. Invoicing - Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to the date the work took place, a list of each street or location that work took place, the address of each individual work site and the activity, the species and its current condition, height, trunk diameter and canopy spread of each individual tree. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.
20. Withholding Payment - The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:
- Defective, unsatisfactory or inadequate work not corrected; If notified by the City
  - Claims filed, or reasonable evidence indicating probable filing of claims;
  - Failure of the Contractor to make proper payments to subcontractors or for materials or labor;
  - A reasonable doubt that the contract can be completed for the balance unpaid; and,
  - Damage that resulted from an incident involving property damage.
21. Stop Work
- a. If the Contractor, after having officially commenced work on said Contract, should discontinue work for any cause, he/she shall notify the City's Designated Representative of the intent to do so, and shall further notify of the date for restarting operations.
  - b. The City, at the discretion of the City's Designated Representative, may require the Contractor to Stop Work if any condition presents an unreasonable liability to the City, until such time as the condition is corrected to the satisfaction of the City.
22. Risk Management - Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times is dangerous and can result in serious injury. A loss control incident will not be tolerated and may result in termination of this Contract. The Contractor shall be responsible for mitigating any damage related to a loss of control incident.
23. Investigation - Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on City property or while in the performance of work based on the contract, including a complete written report submitted to the City's Designated Representative within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to property damaged by the responsible party shall be made within forty-eight (48) hours, except utility lines, which shall be repaired the same working day.

Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Encinitas. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

Special attention is drawn to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and the need to avoid damage and to repair any damage that occurs within a reasonable amount of time as determined by the City's Designated Representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

Contractor's Initials: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT "B" PAYMENT OF SERVICES

Contractor: West Coast Arborists, Inc.

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Planting (per tree). Tree planting includes tree, materials and planting costs	Unit Price in Figures
15 Gallon (double staked per specs)	\$145.00
24 inch Box (double staked per specs)	\$240.00
36 inch Box (double staked per specs)	\$825.00
48 inch Box	\$1,450.00
60 inch Box	\$2,450.00
Tree Watering (per hour). Watering of young trees, water truck/operator-per hour	\$70.00
Tree Pruning (by Grid). Price per tree to Prune by Grid	\$62.00
Tree Pruning (per Service Requests). Full prune tree or by Species	
0"-6" Diameter Standard Height	\$62.00
7"-12" Diameter Standard Height	\$82.00
13"-18" Diameter Standard Height	\$102.00
19"-24" Diameter Standard Height	\$142.00
25"-30" Diameter Standard Height	\$232.00
31"-36" Diameter Standard Height	\$302.00
36"+ Diameter Standard Height	\$402.00
Crown Raise/Clearance Prune Hardwood tree	
0"-6" Diameter Standard Height	\$25.00
7"-12" Diameter Standard Height	\$25.00
13"-18" Diameter Standard Height	\$25.00
19"-24" Diameter Standard Height	\$25.00
25"-30" Diameter Standard Height	\$25.00
31"-36" Diameter Standard Height	\$25.00
36"+ Diameter Standard Height	\$25.00
Palm Tree Trimming	
Prune Date Palm (Phoenix spp.)	\$150.00
Clean Trunk for Date Palm (Phoenix spp.)	\$20.00
Prune Fan Palm (Washingtonia spp.)	\$62.00
Clean Trunk for Fan Palm (Washingtonia spp.)	\$12.00
Prune all other Palm Species	\$62.00

Tree Removal (per inch). Tree and Stump removal per inch measured trunk diameter at 4'6" (Diameter Standard Height)	
0"-6" Diameter Standard Height	\$20.00
7"-12" Diameter Standard Height	\$30.00
13"-18" Diameter Standard Height	\$30.00
19"-24" Diameter Standard Height	\$30.00
25"-30" Diameter Standard Height	\$30.00
31"-36" Diameter Standard Height	\$40.00
36"+ Diameter Standard Height	\$40.00
Stump grinding per stump diameter inch at grade	\$15.00
Milling Cost (per board foot). Milling Lumber per Board Foot	\$8.00
Root Pruning (per linear foot). Per foot of roots pruned	\$15.00
Root Barrier Installation (per linear foot). Per foot of root barrier installed	\$20.00
General Labor Rates (by hour)	
Hourly rate for 1 Ground-person	\$70.00
Hourly rate for 1 Equipment Operator	\$70.00
Hourly rate for 1 Trimmer	\$70.00
Day Rate Service Crew (per day). Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	\$1,680.00
Specialty Equipment Day Rate (per day). Per eight (8) hour day	\$1,200.00
Emergency Services (per hour). Fully equipped 3 person crew called in for emergency service	
During normal business hours	\$210.00
After hours, weekends &/or holidays	\$300.00
General Arborist Services (per hour).	
Arborist Reports	\$140.00
Resistograph Testing	\$140.00
Ground Penetrating Radar	\$800.00
Air Spade Services	\$140.00
Fumigation	\$140.00
Fertilization	\$140.00
Level 1,2,3 Risk Assessments	\$140.00
Soil Testing / Tree Well Enhancements	\$140.00
GPS Tree Inventory (per tree site). Cost per tree site	\$3.00

Plant Health Care Services

Tree Spraying from Ground Level (per diameter inch)	\$2.00
Tree Spraying from Aerial Tower (per diameter inch)	\$4.00
Insecticide Trunk Banding (per diameter inch)	\$5.00
Plant Growth Regulator (PGR) Trunk Banding (per diameter inch)	\$2.00
Plant Growth Regulator (PGR) Soil Application (per diameter inch)	\$4.00
Insecticide or Fungicide Soil Application (per diameter inch)	\$2.00
Fertilizer Drenching (per diameter inch)	\$2.00
Trunk Injection - Insecticide/Miticide (per diameter inch)	\$4.50
Trunk Injections - Fungicide (per diameter inch)	\$3.50
Trunk Injection - Insecticide and Fungicide (per diameter inch)	\$8.00

Contractor's Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**Y. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK**

1. The City may modify these specifications with the joint approval of the Contractor and the City Purchasing Agent. All modifications shall be in writing.
2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within sixty (60) minutes of receipt of the call.

2. **COOPERATIVE PURCHASING.** It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City and vendor shall accept sole responsibility for negotiating, placing orders and making payment to vendor. The vendor may or may not agree to the cooperative purchasing clause.

AA. **CLARIFICATION OF SPECIFICATIONS.** If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City Purchasing Agent for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City Purchasing Agent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE**

# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

## This is to Certify that

WEST COAST ARBORISTS, INC  
2200 EAST VIA BURTON  
ANAHEIM CA 92806

NAME AND  
ADDRESS  
OF INSURED



**Liberty Mutual.**  
**INSURANCE**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
<b>WORKERS COMPENSATION</b> Statutory Limits	7/1/2020	WA7-66D-039499-079	<div>COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY</div> <div> <b>EMPLOYERS LIABILITY</b>            Bodily Injury by Accident \$1,000,000 Each Accident            Bodily Injury By Disease \$1,000,000 Policy Limit            Bodily Injury By Disease \$1,000,000 Each Person         </div>
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2020  <div>RETRO DATE</div>	TB2-661-039499-019	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 Per Person / Organization Other Damage to premises rented to you \$300,000 Other
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2020	AS7-661-039499-039	\$2,000,000 Each Accident—Single Limit B.L. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
<b>OTHER</b>			

### ADDITIONAL COMMENTS

RE: All jobs performed by the named insured during the policy term. City of Costa Mesa, its elected and appointed boards, officers, agents and employees are included as Additional Insured(s) with regards to general liability and as their interest may appear where required by written contract. The insurance afforded by the GL policy for the benefit of the additional insured shall be primary and non-contributory.

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual  
Insurance Group**

Certificate  
Holder

City of Costa Mesa  
Fourth Floor, Public Services  
77 Fair Drive  
Costa Mesa CA 92626

*Elaine Ulan*

Elaine Ulan

Los Angeles / 0603	AUTHORIZED REPRESENTATIVE
818 W 7th Street, Suite 850	0564408
Los Angeles CA 90017	213-443-0782 6/18/2019
OFFICE	PHONE DATE ISSUED

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location work is performed

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**EXHIBIT C**  
**CITY COUNCIL POLICY 100-5**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

### **POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it 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 Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 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 agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
  - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

## Purchase Order

## City of Costa Mesa

City of Costa Mesa  
Finance Dept./Purchasing  
77 Fair Drive, 1st Floor  
Costa Mesa CA 92626  
United States

Vendor: 0000004498  
West Coast Arborists Inc  
2200 E Via Burton St  
Anaheim CA 92806-1221  
United States  
Fax: 714/956-3745

Purchase Order	Date	Revision	Page
CITY - 0000015069	01/25/2022		1
Payment Terms	Freight Terms	Ship Via	
N30	Destination	COM	
Buyer:	Urueta, Stephanie		Currency Code: USD

Ship To: City of Costa Mesa  
Public Svs. Corporation Yard  
2300 Placentia Ave.  
Costa Mesa CA 92627  
United States

Bill To: City of Costa Mesa  
Accounts Payable  
PO Box 1200  
Costa Mesa CA 92628-1200  
United States

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Maintenance Services Agreement		1.00	LT	200,000.00	200,000.00	06/30/2022
Schedule Total						200,000.00	

Includes Grid Trimming, specialty trimming, tree removals and tree plantings.

Root pruning: Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Departments requirement.

Grid Pruning Designated Districts are to be pruned in their entirety. This includes all small, medium, large hardwood trees and annual Palm Tree pruning. Tree pruning will include crown cleaning, raising and slight thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), and the ANSI A300 Standards. Special projects that are difficult to access, that require the need for specialty equipment (i.e. 95-foot tower, crane, etc.) or pruning for aesthetics, crown reduction or crown restoration will fall under Crew Rental.

Term: October 1, 2019 - November 30, 2021 w/two (2) one-year renewal options.  
Compensation: Annual NTE \$616,352.00

Amendment No. 1 - Renewal Option, December 1, 2021 - November 30, 2023  
Compensation: Annual NTE \$616,352.00

Item Total 200,000.00

## Notes:

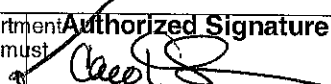
- 1) Department Contact Person: Robert Ryan (714) 327-7499 or Jim Ortiz (714) 327-7490
- 2) Vendor Contact Person: Randy Thompson (714) 991-1900 rthompson@wcainc.com
- 3 Pricing based on Coop Agreement w/City of Encinitas RFP No. 2017-13 (pg. 22)/Subject to CPI/Council approved 9/3/19
- 4)\*\*This Purchase Order serves as a written contract for the work listed above. As stated on the back of the Purchase Order Item #16, Commercial General Liability (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to the City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy from the vendor". Consultant agrees to waive, and to obtain endorsements from its workers compensation insurer waiving subrogation rights 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.

## Internal Notes:

- 525201-101-19500-40111 = \$200,000 (Funds cover services for the mos. of Dec. - June)
- GL WC Auto 7/1/22
- Replace PO#14468
- File C02925

Total PO Amount 200,000.00

Accounts Payable: (714) 754-5216 or 5073. Purchase Order Number and Department Organization Number must appear on all invoices and shipping papers. Invoice must state complete or partial delivery. Include your Taxpayer ID Number.

Authorized Signature  


**CONDITIONS.** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over-shipments and under-shipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section 1771.1 (A):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions: (1) Additional Insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other Insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

**AMENDMENT NUMBER ONE  
TO MAINTENANCE SERVICES AGREEMENT  
WITH  
WEST COAST ARBORISTS, INC.**

THIS AMENDMENT NUMBER ONE ("Amendment") is made and entered into as of the 30th day of November, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Maintenance Services Agreement dated October 1, 2019 for Contractor to provide tree maintenance services (the "Agreement"), by piggybacking onto the Encinitas Contract; and

WHEREAS, the Agreement provides for an initial term through November 30, 2021, with the option for the City to extend the term for one (1) successive two (2) year period, contingent upon an extension to the Encinitas Contract; and

WHEREAS, the Encinitas Contract is being extended for a period of three (3) years, through January 8, 2025; and

WHEREAS, City desires to exercise its option to extend the term of the Agreement and extend the term for two (2) years, through November 30, 2023.


NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through November 30, 2023.
2. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
3. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
4. This Amendment 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.

[Signatures appear on following page.]

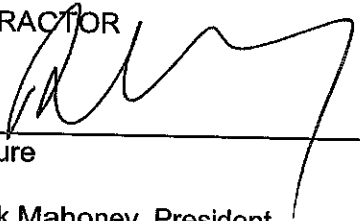
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

  
City Manager

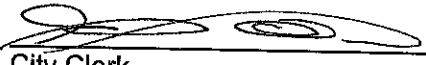
Date: 12/20/2021

CONTRACTOR

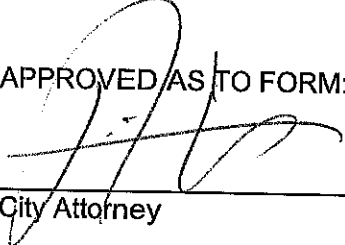
  
Signature  
Patrick Mahoney, President  
Name and Title

Date: 12/7/21

ATTEST:


  
City Clerk

APPROVED AS TO FORM:

 ALA  
City Attorney

Date: 12/21/21

APPROVED AS TO INSURANCE:

  
Risk Management

Date: 12/13/21

APPROVED AS TO CONTENT:

  
Project Manager

Date: 12/14/21



DEPARTMENTAL APPROVAL:

Raja Sethuram  
Public Services Director

Date: 12-14-2021

APPROVED AS TO PURCHASING:

Caesi  
Finance Director

Date: December 9, 2021



## CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

December 21, 2021

West Coast Arborists, Inc.  
Attn: Randy Thompson  
2200 E. Via Burton  
Anaheim, CA 92806

Enclosed, for your records, is the Amendment One to the Professional Services Agreement between the City of Costa Mesa and West Coast Arborists, Inc.

This agreement is entered into November 30, 2021.

If you have any questions, please contact the City Clerk's Office at (714) 754-5225.

Sincerely,

Sarah Bravo  
Office Specialist  
City Clerk's Office

Enclosure (1)

77 Fair Drive

PHONE: (714) 754-5225 • TDD: (714) 754-5244 • [www.costamesaca.gov](http://www.costamesaca.gov)

## Purchase Order

## CHANGE ORDER - REPRINT

## City of Costa Mesa

City of Costa Mesa  
Finance Dept./Purchasing  
77 Fair Drive, 1st Floor  
Costa Mesa CA 92626  
United States

Vendor: 0000004498  
West Coast Arborists Inc  
2200 E Via Burton St  
Anaheim CA 92806-1221  
United States  
Fax: 714/956-3745

Purchase Order	Date	Revision	Page
CITY - 0000015069	01/25/2022	1-03/09/2022	1
Payment Terms	Freight Terms	Ship Via	
N30	Destination	COM	
Buyer: <u>Urueta, Stephanie</u>		Currency Code: <u>usd</u>	

Ship To: City of Costa Mesa  
Public Svs. Corporation Yard  
2300 Placentia Ave.  
Costa Mesa CA 92627  
United States

Bill To: City of Costa Mesa  
Accounts Payable  
PO Box 1200  
Costa Mesa CA 92628-1200  
United States

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Maintenance Services Agreement		1.00	LT	362,327.04	362,327.04	06/30/2022
Schedule Total						362,327.04	

Includes Grid Trimming, specialty trimming, tree removals and tree plantings.

Root pruning: Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Departments requirement.

Grid Pruning Designated Districts are to be pruned in their entirety. This includes all small, medium, large hardwood trees and annual Palm Tree pruning. Tree pruning will include crown cleaning, raising and slight thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), and the ANSI A300 Standards. Special projects that are difficult to access, that require the need for specialty equipment (i.e. 95-foot tower, crane, etc.) or pruning for aesthetics, crown reduction or crown restoration will fall under Crew Rental.

Term: October 1, 2019 - November 30, 2021 w/two (2) one-year renewal options.  
Compensation: Annual NTE \$616,352.00

Amendment No. 1 - Renewal Option, December 1, 2021 - November 30, 2023  
Compensation: Annual NTE \$616,352.00

Amendment No. 2 - February 17, 2022 CPI increase of \$12,327.04 (2%)  
Compensation: Annual NTE \$628,679.04

Item Total 362,327.04

## Notes:

- 1) Department Contact Person: Robert Ryan (714) 327-7499 or Jim Ortiz (714) 327-7490
  - 2) Vendor Contact Person: Randy Thompson (714) 991-1900 rthompson@wcainc.com
  - 3 Pricing based on Coop Agreement w/City of Encinitas RFP No. 2017-13 (pg. 22)/Subject to CPI/Council approved 9/3/19
  - 4)\*\*This Purchase Order serves as a written contract for the work listed above. As stated on the back of the Purchase Order Item #16, Commercial General Liability (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to the City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy from the vendor". 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.
- Change Order No. 1 - Add'l funds of \$150,000 to cover services for April - June. & Amendment No. 2 CPI increase of \$12,327.04 (2%)

## Internal Notes:

525201-101-19500-40111 = \$200,000 (Funds cover services for the mos. of Dec. - June) - \$ 180,810.85 (paid) = \$19,189.15  
+ \$150,000 (C/O#1) + \$12,327.04 (C/O#1) = \$181,516.19 (REMAINING UN-ENCUMBERED AMOUNT FOR OPERATIONAL ONLY IS \$220,852.)  
GL WC Auto 7/1/22  
Replace PO#14468  
File C02925

Total PO Amount 362,327.04

Accounts Payable: (714) 754-5216 or 5073. Purchase Order Number and Department Organization Number must appear on all invoices and shipping papers. Invoice must state complete or partial delivery. Include your Taxpayer ID Number.

Authorized Signature

*[Signature]*

**CONDITIONS.** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Over-shipments and under-shipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit of creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.
13. **Labor Code Section 1771.1 (A):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### WORK ORDER CONDITIONS

14. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
15. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
16. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability Insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability Insurance shall be obtained by contractor, adding the following three provisions: (1) Additional Insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, non-owned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
17. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
18. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
19. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

20. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
21. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 8390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

**AMENDMENT NUMBER TWO  
TO MAINTENANCE SERVICES AGREEMENT  
WITH  
WEST COAST ARBORISTS, INC.**

THIS AMENDMENT NUMBER TWO ("Amendment") is made and entered into this 17th day of February, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Maintenance Services Agreement dated October 1, 2019 for Contractor to provide tree maintenance services (the "Agreement"), by piggybacking onto the Encinitas Contract; and

WHEREAS, the Agreement provides for an initial term through November 30, 2021, with the option for the City to extend the term for one (1) successive two (2) year period, contingent upon an extension to the Encinitas Contract; and

WHEREAS, the Encinitas Contract was extended for a period of three (3) years, through January 8, 2025; and

WHEREAS, on November 30, 2021, City and Contractor extended the term for two (2) years, through November 30, 2023; and

WHEREAS, pursuant to the Agreement, Contractor may request to increase prices based on an increase in the Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI) following the initial term by requesting in writing at least 60 days prior to the anniversary date of the Agreement. The Agreement provides that adjustments will be determined using the June index for the current year and the June index for the preceding year, and that no increase in Contractor's prices shall exceed two percent (2%); and

WHEREAS, in December 2021, Contractor requested to increase prices based on CPI; and

WHEREAS, the June 2020 to June 2021 increase in CPI was four percent (4%); and

WHEREAS, City has agreed to waive the requirement that the request to increase prices be made 60 days prior to the anniversary date and approve an increase of two percent (2%); and

WHEREAS, City and Contractor desire to set forth Contractor's increased prices and increase Contractor's maximum annual compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Commencing on the Effective Date, Contractor shall be paid in accordance with the amended fee schedule set forth in Exhibit "A," attached hereto and incorporated herein.

2. Section 4.4 shall be amended to reflect that Contractor's annual compensation shall not exceed Six Hundred Twenty-Eight Thousand Six Hundred Seventy-Nine Dollars and Four Cents (\$628,679.04.)
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. This Amendment 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.

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

CITY OF COSTA MESA

Don Amador H

City Manager

Date: 3/8/2022

CONTRACTOR

[Signature]

Signature

Date: 2/17/22

Patrick Mahoney, President

Name and Title

ATTEST:

Brenda Green 3/8/2022

City Clerk




APPROVED AS TO FORM:

Kimberly Hael Barlow

City Attorney


Date: 3/8/22

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 3/3/22

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

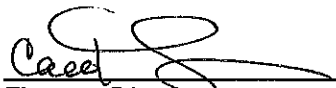
Date: March 2, 2022

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Public Services Director

Date: 3-3-22

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Finance Director

Date: February 24, 2022

**EXHIBIT A**  
**AMENDED FEE SCHEDULE**



**Schedule of Compensation for Year 2022****Tree Maintenance Services performed by WCA, Inc.**

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$63.25
2	Svc Rqst Pruning 0-6 DSH	Each	\$63.25
3	Svc Rqst Pruning 7-12 DSH	Each	\$83.65
4	Svc Rqst Pruning 13-18 DSH	Each	\$104.05
5	Svc Rqst Pruning 19-24 DSH	Each	\$144.85
6	Svc Rqst Pruning 25-30 DSH	Each	\$236.65
7	Svc Rqst Pruning 31-36 DSH	Each	\$308.05
8	Svc Rqst Pruning 36+ DSH	Each	\$410.05
9	Crown Raise/Clearance Prune	Each	\$25.50
10	Date Palm Pruning	Each	\$153.00
11	Date Palm Trunk Cleaning	Foot	\$20.40
12	Palm Pruning	Each	\$63.25
13	Palm Trunk Cleaning	Foot	\$12.25
14	Tree & Stump Removal 0-6 DSH	Inch	\$20.40
15	Tree & Stump Removal 7-30 DSH	Inch	\$30.60
16	Tree & Stump Removal 31+ DSH	Inch	\$40.80
17	Stump Grinding	Inch	\$12.25
18	Plant 15 Gallon Tree	Each	\$147.90
19	Plant 24" Box Tree	Each	\$244.80
20	Plant 36" Box Tree	Each	\$841.50
21	Plant 48" Box Tree	Each	\$1,479.00
22	Plant 60" Box Tree	Each	\$2,448.00
23	Tree Watering	Man Hour	\$71.40
24	Root Barrier Installation	Foot	\$20.40
25	Root Pruning	Foot	\$15.30
26	Lumber Milling	Foot	\$8.15
27	GPS Tree Inventory	Each	\$3.05
28	Tree Spraying - ground level	Inch	\$2.05
29	Tree Spraying - aerial	Inch	\$4.10
30	Insecticide Trunk Banding	Inch	\$5.10
31	PGR Trunk Banding	Inch	\$2.05
32	PGR Soil Application	Inch	\$4.10
33	Insecticide/Fungicide Soil Application	Inch	\$2.05
34	Fertilizer Drenching	Inch	\$2.05

**Schedule of Compensation for Year 2022****Tree Maintenance Services performed by WCA, Inc.**

Item	Description	Unit	Proposed Prices
35	Insecticide/Miticide Trunk Injection	Inch	\$4.10
36	Fungicide Trunk Injection	Inch	\$3.60
37	Insecticide & Fungicide Trunk Injection	Inch	\$8.15
38	Ground Penetrating Radar	Hour	\$816.00
39	Arborist Services	Man Hour	\$142.80
40	Crew Rental - per worker	Man Hour	\$71.40
41	Emergency Response (3 workers @ \$306/hr)	Man Hour	\$102.00
42	Specialty Equipment Rental	Day	\$1,224.00

The proposed rates reflect a cost increase of 2% based on the allowable maximum cost increase per the Agreement with Costa Mesa. Rates effective 11/30/21 through 11/30/22.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1070

**Meeting Date:** 2/21/2023

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**TITLE:**

**SECOND READING OF AN ORDINANCE TO REPEAL CHAPTER I (BICYCLES AND MOTORIZED BICYCLE LICENSING) TO TITLE 4 (BICYCLES) OF THE COSTA MESA MUNICIPAL CODE**

**DEPARTMENT:** POLICE DEPARTMENT

**PRESENTED BY:** BRYAN WADKINS, ACTING CAPTAIN

**CONTACT INFORMATION:** BRYAN WADKINS, ACTING CAPTAIN, (714) 754-5354

**RECOMMENDATION:**

Staff recommends that the City Council give a second reading to and adopt:

Ordinance No. 2023-02 to repeal Chapter I (Bicycles and Motorized Bicycle Licensing) to Title 4 (Bicycles) of the Costa Mesa Municipal Code to comply with current California law.

**BACKGROUND:**

At its regular meeting on February 7, 2023, the City Council gave first reading to and introduced Ordinance No. 2023-02 by a 7-0 vote.

**ANALYSIS:**

The Ordinance is being presented for second reading and final adoption. If approved, repeal of Chapter I to Title 4 would be effective 30 days after adoption.

**ALTERNATIVES:**

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

**FISCAL REVIEW:**

There is no fiscal impact to adopting Ordinance No. 2023-02 to repeal Chapter I (Bicycles and Motorized Bicycle Licensing) to Title 4 (Bicycles) of the Costa Mesa Municipal Code.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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

**CONCLUSION:**

Staff recommends that the City Council give second reading to and adopt Ordinance No. 2023-02. The adoption of the proposed Ordinance would repeal Chapter I (Bicycles and Motorized Bicycle Licensing) to Title 4 (Bicycles) of the Costa Mesa Municipal Code to comply with current California law.

ORDINANCE NO. 2023-02

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REPEALING CHAPTER I OF TITLE 4 OF THE COSTA MESA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter I (Bicycle and Motorized Bicycle Licensing) of Title 4 (Bicycles) of the Costa Mesa Municipal Code is hereby repealed.

Section 2. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law.

Section 3. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

**PASSED AND ADOPTED this 21<sup>st</sup> day of February, 2023.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2023-02 was duly introduced for first reading at a regular meeting of the City Council held on the 7<sup>th</sup> day of February, 2023, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 21<sup>st</sup> day of February, 2023, 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 21<sup>st</sup> day of February, 2023.

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK

(SEAL)



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1071

**Meeting Date:** 2/21/2023

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**TITLE:**

**ACCEPTANCE OF TRAINING FUNDS FROM THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) IN ACCORDANCE WITH THE STANDARD AND TRAINING FOR CORRECTIONS (STC), FOR CUSTODY OFFICER PERSONNEL TRAINING.**

**DEPARTMENT:** POLICE DEPARTMENT, SUPPORT SERVICES DIVISION

**PRESENTED BY:** DAVID CASAREZ, LIEUTENANT

**CONTACT INFORMATION:** DAVID CASAREZ, LIEUTENANT, (714) 754-5266

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve and authorize the Costa Mesa Police Department to reinstate membership with the California Board of State and Community Corrections (BSCC) and to adhere with policies and practices governed by their division known as Standard and Training for Corrections (STC).
2. Adopt Resolution 2023-xx in support of an application to BSCC to receive funds for training under the STC program for our custody officers.

**BACKGROUND:**

BSCC is an independent statutory agency that provides leadership to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and technical assistance on a wide range of community corrections issues, and gains their authority under California Penal Code sec. 6024. In addition, the BSCC promulgates regulations for adult and juvenile detention facilities, conducts regular inspections of those facilities, develops standards for the selection and training of local corrections and probation officers, and administers significant public safety-related grant funding.

The BSCC is charged with developing and maintaining information on realignment programs and practices so that local entities can access information about promising practices and innovative approaches.

The BSCC also inspects for compliance of standards and directs funding for construction of local adult and juvenile detention facilities and ensures that the local jail projects meet recent Legislative mandates to provide program space to rehabilitate offenders.

The BSCC's work involves extensive collaboration with stakeholders, including local probation departments, sheriffs, county administrative offices, justice system partners, community-based organizations, and others. The BSCC sets standards and provides training for local adult and juvenile corrections and probation officers. It is also the administering agency for a host of federal and state public safety grants.

Policy for the agency is set by the 13-member Board of State and Community Corrections, whose member are prescribed by statute (California Penal Code Sec. 6025), appointed by the Governor and the Legislature, and subject to approval by the state Senate. The Board Chair reports directly to the Governor. Statutes relating to authority, programs and mandates are in the California Penal and Welfare and Institutions Codes, with operating regulations in Title 15 of the California Code of Regulations and physical plant regulations in Title 24.

The City of Costa Mesa Jail was a member of BSCC in 2013 and received funds from BSCC to help offset the cost to train our custody officers. In June 2013, when the City began contracting for jail services with an outside vendor, the City of Costa Mesa no longer qualified to be a member of BSCC and as a result, no longer qualified to receive training funds.

#### **ANALYSIS:**

As of September 6, 2022, the City of Costa Mesa Jail is being operated by custody officers, who are City personnel. As a member of BSCC, the Police Department will receive up to \$10,000 annually to use towards training the City's custody officers.

The Police Department currently meets the requirements to become a member of BSCC and intends to reestablish its membership on July 1, 2023.

#### **ALTERNATIVES:**

The City Council could choose not to reestablish the Police Department's membership with BSCC; however, this option is not recommended because The City would not qualify for the \$10,000 funds towards annual training offered by BSCC.

#### **FISCAL REVIEW:**

There is no cost to be a member of BSCC.

#### **LEGAL REVIEW:**

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

#### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

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



**CONCLUSION:**

Staff recommends the City Council:

1. Approve and authorize the Costa Mesa Police Department to reinstate membership with the California Board of State and Community Corrections (BSCC) and to adhere with policies and practices governed by their division known as Standard and Training for Corrections (STC).
2. Adopt Resolution 2023-xx in support of an application to BSCC to receive funds for training under the STC program for our custody officers.

# ATTACHMENT 1

## RESOLUTION NO. 2023-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA SUPPORTING AN APPLICATION TO THE CALIFORNIA BOARD OF STATE COMMUNITY CORRECTIONS (BSCC) TO RECEIVE FUNDS FOR TRAINING UNDER THE STANDARDS FOR TRAINING FOR CORRECTIONS (STC) PROGRAM.**

**THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:**

WHEREAS, the City Council of the City of Costa Mesa supports the training and education of its Police Department, including the City of Costa Mesa Jail; and

WHEREAS, California Penal Code Title 7, Chapter 5, Article 2 and 3, commencing with Section 6035, provides that the city may receive State aid in order to train custodial personnel in a local detention facility; and

WHEREAS, the BSCC sets standards and provides training for local adult and juvenile corrections and probation officers; and

WHEREAS, the City of Costa Mesa wishes to avail itself of such training.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COSTA MESA AS FOLLOWS:**

**Section 1.** While receiving State aid, the Costa Mesa Police Department's Jail will adhere to the standards for selection and training, established by the Board of State Community Corrections (BSCC), as required under Penal Code Section 6035.

**Section 2.** This resolution will take effect immediately.

**PASSED AND ADOPTED this \_\_\_ day of \_\_\_, 2023.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

## ATTACHMENT 1

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2023-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 \_\_\_\_, 2023, 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 \_\_\_\_, 2023.

\_\_\_\_\_  
BRENDA GREEN, CITY CLERK



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1076

**Meeting Date:** 2/21/2023

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**TITLE:**

**SECOND READING AND ADOPTION OF ORDINANCE NO. 2023-03 AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE (ZONING CODE) TO CLARIFY EXISTING ACCESSORY DWELLING UNIT PROVISIONS AND TO MODIFY STANDARDS TO CONFORM TO RECENT REVISIONS TO STATE LAW (CODE AMENDMENT CO 2022-01)**

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

**PRESENTED BY: JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES**

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

**RECOMMENDATION:**

Staff recommends the City Council give second reading to and adopt Ordinance No. 2023-03 approving Code Amendment CO-2022-01, amending Title 13 of the Costa Mesa Municipal Code (Zoning Code) to clarify existing accessory dwelling unit provisions and to modify standards to conform to recent revisions to State law.

**BACKGROUND:**

The City of Costa Mesa has historically allowed ADUs and similar uses (such as granny flats) as either permitted or conditionally permitted uses. In response to State mandates effective on January 1, 2020, the City Council adopted an Urgency Ordinance at its December 17, 2019 meeting to establish temporary provisions permitting ADUs and JADUs in the City's residential zones. Later, on March 2, 2021, the City Council adopted Ordinance 2021-03 to establish permanent regulations, which provide the City's current ADU regulations.

Currently, the City's ADU provisions specify that ADUs can be established through new construction or the conversion of existing floor area (remodels), and are subject to specific development standards including, but not limited to, the number of allowed units on one lot, floor area, setbacks, and height. The City's ADU provisions were adopted in compliance with State law and are intended to increase the City's overall housing supply while also providing additional affordable housing opportunities. The City's ADU provisions are also adopted to ensure that ADUs remain as an accessory use to the primary dwellings on the lot, and that ADUs do not adversely impact surrounding residents or the community at large. The City's adopted ADU provisions are comprehensive, more flexible than the State requirements, and have resulted in a successful local housing program with growing community interest.

## **State Law Changes and HCD Letter**

Recent State laws were enacted modifying the California Government Code regarding ADUs and JADUs, including AB 2221 and SB 897. As a result, modifications to the City's local ADU provisions are required in order to maintain consistency with State law. Pursuant to Government Code Section 65852.2(a)(4), if a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of the Government Code, then that ordinance shall be considered "null and void."

In addition, in March 2022 the California Department of Housing and Community Development (HCD) provided a letter to the City indicating that the City's ADU provisions included inconsistencies with State law. In response to HCD, Housing Element Program 3E is included in the 6th Cycle Housing Element re-adopted by the City Council in November 2022. Housing Element Program 3E specifies that the City will revise the ADU Ordinance as appropriate by December 2024. This Code Amendment implements and completes Housing Element Program 3E ahead of schedule.

## **Planning Commission Review**

Staff prepared an Ordinance modifying the City's existing ADU provisions to address State law changes and HCD comments and to clarify provisions to improve processing. On October 24, 2022, the Planning Commission adopted Resolution No. PC-2022-29 finding the Ordinance exempt from the provisions of the California Environmental Quality Act (CEQA) and recommended approval of the Ordinance to the City Council with a 6-0 vote (Erath absent). As part of its motion, the Planning Commission provided comments to recommending that the Council consider additional modifications to facilitate additional ADUs in common interest developments, prohibit mechanical equipment with required four-foot setbacks, and improve design requirements for garage conversions, balconies, and entries. (Refer to the attachment). The Planning Commission's recommended changes have been incorporated into the proposed ordinance. Refer to the February 7, 2023 City Council report for a detailed description of the Ordinance.

## **PUBLIC NOTICE:**

Pursuant to Government Code 36933, a summary of the proposed Ordinance was published once in the newspaper no less than 5 days prior to the February 21, 2023 second reading. A summary of the adopted ordinance will be published within 15 days after the adoption.

As of this report, no written public comments have been received. Any additional written comments received will be forwarded under separate cover.

## **ANALYSIS:**

At its regular meeting of February 7, 2023, the City Council gave first reading to and introduced Ordinance No. 2023-03 by a 7-0 vote.

February 7 Agenda Report:

<https://costamesa.legistar.com/View.ashx?M=F&ID=11619544&GUID=9214AA6A-AB9F-4774-97C9-1DF87054B9C9>

February 7 Meeting video:

[https://costamesa.granicus.com/player/clip/3945?view\\_id=14&redirect=true&h=e0562605c4967a6dc4775c9c59afde2b](https://costamesa.granicus.com/player/clip/3945?view_id=14&redirect=true&h=e0562605c4967a6dc4775c9c59afde2b)

No changes to the proposed Ordinance were made. The Ordinance is being presented for second reading and final adoption. If approved, the Ordinance would become effective 30 days after the second reading.

Ordinance No. 2023-03 is included as Attachment 1 to this report.

### **ALTERNATIVES:**

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

### **FISCAL REVIEW:**

The adoption of the proposed Ordinance will not have any fiscal impact on the City's budget.

### **LEGAL REVIEW:**

The proposed Ordinance and this report have been prepared in conjunction with and approved by the City Attorney's Office.

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

### **CONCLUSION:**

Staff recommends the City Council give second reading to and adopt Ordinance No. 2023-03 approving Code Amendment CO-2022-01, amending Title 13 of the Costa Mesa Municipal Code (Zoning Code) to clarify existing accessory dwelling unit provisions and to modify standards to conform to recent revisions to State Law.

ORDINANCE NO. 2023-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING CODE AMENDMENT CO-2023-01 AMENDING CHAPTER V, ARTICLE 1, SECTION 13-35 (ACCESSORY DWELLING UNITS) OF TITLE 13 OF THE COSTA MESA MUNICIPAL CODE TO CLARIFY EXISTING ACCESSORY DWELLING UNIT PROVISIONS AND TO MODIFY STANDARDS TO CONFORM TO RECENT REVISIONS TO STATE LAW**

**THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1: Findings.** The City Council finds and declares as follows:

**WHEREAS**, updates to the City's Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) provisions are required to provide consistencies between the City's Zoning Code and the State law; and

**WHEREAS**, in response to the implementation of State and local law regarding ADUs and JADUs, City staff found inconsistencies in the Zoning Code that require updating; and

**WHEREAS**, recently adopted State housing laws, including AB 2221 and SB 987, require updates to the City's ADU and JADU provisions; and

**WHEREAS**, Government Code section 65852.2(a)(4) provides in part, "if a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void;" and

**WHEREAS**, this Ordinance is necessary to implement State and local ADU provisions, establish the minimum development standards in the Costa Mesa Municipal Code to regulate ADUs, and to ensure consistency with State law.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY ORDAINS AS FOLLOWS:**

**SECTION 2: Code Amendment. Section 13-35 (Accessory Dwelling Units).** Chapter V, Article 1, Section 13-35 (Accessory Dwelling Units) of Title 13, Planning, Zoning and Development of the Costa Mesa Municipal Code, as specified in Exhibit A, attached hereto and incorporated herein by this reference, is hereby amended as set forth therein.

**SECTION 3. Repeal.** All portions of prior ordinances, including those within Urgency Ordinance 19-19, to the extent that they are inconsistent with the terms of this Ordinance are hereby repealed and replaced by this Ordinance.

**SECTION 4. Compliance with CEQA.** Adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), in that the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1, 65852.150 and 65852.2 is exempt from the requirements of CEQA. In addition, the proposed ordinance amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) in that there is no possibility that the minor updates to the City’s ADU provisions will have a significant impact on the environment.

**SECTION 5. Inconsistencies with State Law.** Any provision of this Ordinance which is inconsistent with State law shall be interpreted in a manner which is the most limiting on the ability to create ADUs or Junior ADUs, but which is consistent with State law. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**SECTION 7. Effective Date.** This Ordinance shall take effect on the 31st day after adoption.

**SECTION 8. Certification.** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

**SECTION 9. Transmit Ordinance to HCD.** The City Clerk is directed to send a copy of this ordinance to the Department of Housing and Community Development within 60 days of the adoption of this Ordinance.



PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

I, Brenda Green, City Clerk of the City of Costa Mesa, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2023-03 \_\_\_\_ introduced at a regular meeting of the City Council of the City of Costa Mesa held on the \_\_\_\_ day of \_\_\_\_, 2023, and was thereafter adopted at a regular meeting held on the \_\_\_\_ day of \_\_\_\_, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Said ordinance has been published or posted pursuant to law.

Witness my hand and the official seal of the City of Costa Mesa this \_\_\_\_ day of \_\_\_\_, 2023.

---

Brenda Green, City Clerk

## 13-35. Accessory dwelling units.

(a) *Purpose, general plan consistency, definitions.*

(1) *Purpose and interpretation.* The intent of this section is to ensure that accessory dwelling units (ADUs) and Junior ADUs remain as an accessory uses in residential and mixed-use zones, that the structures on parcels are organized to accommodate an ADU and/or Junior ADU, and that such dwelling units do not adversely impact surrounding residents or the community. This section 13-35 is intended to retain the ability of the city to regulate ADUs in terms of design, aesthetics, massing and integration with existing structures and to comply with the requirements of state law.

(2) *General plan consistency.* In adopting these standards, the city recognizes that the approval of dwelling units may, in some instances, result in dwelling densities exceeding the maximum densities prescribed by the general plan. The city finds that this occurrence is consistent with the general plan, as allowed under state planning and zoning law applicable to ADUs, and that the amendment furthers the goals, objectives, and policies of the general plan housing element.

(3) *Definitions.* For purpose of this section 13-35 only:

a. The terms “accessory dwelling unit” (ADU), “public transit,” “passageway” and “tandem parking” all have the same meaning as that stated in Government Code section 65852.2 as that section may be amended time to time.

b. “Junior ADU” shall have the same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended from time to time.

c. A structure is considered “existing” if a building permit was issued and finalized before an ADU or JADU application is submitted under this section.

d. The terms “single-family dwelling” and “multifamily dwelling” exclude all detached accessory structures.

e. The term “single-family dwelling” is a dwelling (excluding any ADU or Junior ADU) that is not attached to another dwelling. Single-family dwellings may include detached single-family homes where there is more than one (1) primary dwelling on a lot.

f. A “multifamily dwelling” is a dwelling (excluding any ADU or Junior ADU) within a multifamily dwelling structure.

g. A “multifamily dwelling structure” is a structure which contains at least two (2) lawful dwellings within the structure, excluding ADUs and Junior ADUs. Storage rooms, boiler rooms, passageways, attics, basements, garages and other non-habitable spaces are considered within a “multifamily dwelling structure” if such non-habitable spaces are within the same structure as at least two (2) other multifamily dwellings.

(b) *Accessory dwelling units.*

(1) *Residential and mixed use zones only.* ADUs are permitted in single-family, multifamily, and mixed use zones (i.e., zones where single-family and/or multifamily dwellings are allowed), and only on a legal lot with proposed or existing residential dwelling(s) which will remain on site. By way of illustration only, the zones where accessory dwellings are allowed are shown on the Citywide Land Use Matrix at section 13-30. If there is any conflict between the requirement that ADUs be approved in (and only in) zones where single-family and multifamily dwellings are allowed and the Land Use Matrix, the former shall control.

(2) *Underlying zone.* Except as otherwise provided in this section, ADUs shall conform to the development standards of the underlying zone.

(3) *Ministerial.* Any application for an ADU that meets the requirements of this section shall be approved ministerially by the city by applying the standards herein and without a public hearing or notice of decision or zoning approval.

(4) *Maximum number of dwelling units.* The following is the maximum number of ADUs and or Junior ADUs allowed on any lot. Only one category may be used per lot including lots that include a mixture of single-family and multiple family dwellings with the exception as allowed in subsection “c” below.

a. *Single-family.* Only one ADU and only one Junior ADU may be permitted on a lot with a proposed or existing single-family dwelling subject to the following:

1. *Conversion within a single-family dwelling.*

(i) An ADU or Junior ADU may be within the existing footprint of a lawful single-family dwelling. Alternatively, an ADU may be within a lawfully constructed existing accessory structure; in this case up to one hundred fifty (150) square feet may be added beyond the physical dimensions of the existing accessory structure solely to accommodate ingress and egress to the ADU; and

(ii) Each such ADU and Junior ADU must have independent exterior access from the single-family dwelling, and have side and rear setbacks sufficient for fire safety; or

2. *New construction.* One (1) new construction ADU may be permitted on a lot with proposed or existing single-family dwelling. One (1) new construction Junior ADU may be allowed on the lot if the Junior ADU is to be in a single-family dwelling that meets all applicable legal standards.

b. *Multifamily.* Junior ADUs are not allowed on a lot with more than one residence. ADUs are not allowed within new construction residences where, after construction, there will be at least two (2) residences on the lot (e.g. detached residential structures, duplexes, apartments); up to two (2) ADUs are allowed with such structures pursuant to subsection 3, below. For lots with an existing legal multifamily dwelling (e.g., a legal non-conforming multifamily dwelling), the applicant may have ADU(s) pursuant to one of the following:

1. *Maximum ADUs within existing multifamily dwelling structure.* No more than twenty-five (25) percent, with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one (1) unit, shall be permitted as ADU(s) constructed within the enclosed non-livable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of the existing multifamily dwelling structures; or

2. *Maximum attached ADUs.* No more than one (1) attached ADU is permitted. The ADU shall be attached to the multifamily dwelling structure; or

3. *Maximum detached ADUs.* No more than two (2) detached ADUs are permitted. Both units shall be detached from every residence on site (but need not be detached from each other). This section shall apply to detached structures that are converted and new construction detached ADUs. Conversion detached ADUs are not subject to height, setbacks, and maximum square footage; or

4. *Maximum mixed (detached/within) ADUs.* No more than twenty-five (25) percent, with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one (1) unit, shall be permitted as ADU(s) constructed within the enclosed non-livable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of the existing multifamily dwelling structures; and no more than two ADUs that are detached from each multifamily dwelling structure on site.

c. *Common Interest Developments.* One conversion ADU may be permitted per unit on lots developed with common interest developments.

(5) *Maximum size.*

a. *Single-family.*

1. *Detached.* For lots with a proposed or existing single-family dwelling, a detached ADU shall not have more than one thousand two hundred (1,200) square feet.

2. *Attached.* An ADU attached to a single-family dwelling shall be no more than the greater of fifty (50) percent of the square footage of the existing single-family dwelling or one thousand (1,000) square feet.

b. *Multifamily, exterior construction.*

1. *Detached.* For lots with an existing legal multifamily dwelling structure proposing one (1) new construction detached ADU, the ADU shall not exceed one thousand two hundred (1,200) square feet. For lots with an existing or proposed legal multifamily dwelling structure proposing two (2) detached ADUs, the ADUs shall not exceed eight hundred (800) square feet; or

2. *Attached.* For lots with an existing legal multifamily dwelling structure, an attached ADU shall not exceed the greater of 1,000 square feet or fifty (50) percent of the average floor area of the existing multiple family dwelling units.

c. *Interior conversions.* Notwithstanding subsections a and b immediately above, ADUs which are converted from space entirely within lawful existing structures, and ADUs entirely within proposed lawful single-family dwellings, are not subject to a limit on maximum square footage.

(6) *Minimum size.*

a. ADUs may be efficiency units. Notwithstanding the general limitation on efficiency units being no smaller than two hundred twenty (220) square feet, ADUs may also be less than two hundred twenty (220) square feet, provided that they are no smaller than one hundred fifty (150) square feet, and comply with all other legal requirements.

(7) *Conversions of dwelling units.*

a. *Total conversion of single-family dwelling.* An entire existing single-family dwelling may be converted to an ADU if the ADU complies with all applicable requirements of this section and a new single-family residence with a total gross floor area exceeding that of the ADU is constructed in full compliance with code requirements.

b. *Partial conversion/addition.* A portion of the existing single-family or multifamily dwelling may be converted to an ADU with new additional square footage, which additional square footage shall comply with all standards

applicable to attached ADUs, and all converted square footage shall comply with standards applicable to conversions. The maximum square footage of the attached ADU shall be based upon the size of the existing dwelling before construction of the ADU addition.

(c) *Junior ADUs.*

(1) *Rule.* Junior ADUs shall comply with the requirements of this subsection (c), in addition to the requirements of subsection (d) of this section 13-35.

(2) *Maximum size.* A Junior ADU shall not exceed five hundred (500) square feet in gross floor area.

(3) *Owner occupancy requirement.* The owner of a parcel proposed for a Junior ADU shall occupy as a primary residence either the primary dwelling unit or the Junior ADU. Owner-occupancy is not required if the owner is a governmental agency, land trust, or "housing organization" as that term is defined in Government Code section 65589.5(k)(2), as that section may be amended from time to time.

(4) *Short-term rentals prohibited.* A Junior ADU shall not be rented for periods of less than 31 days unless otherwise authorized by the municipal code.

(5) *Location of Junior ADU.* A Junior ADU shall be entirely within an existing or proposed single-family dwelling.

(6) *Kitchen requirements.* A Junior ADU shall include an efficiency kitchen, including a cooking facility with appliances, outlet for a small refrigerator, food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

(7) *Parking.* No additional parking is required beyond that already required for the primary dwelling.

(8) *Fire protection; utility service.* For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a Junior ADU shall not be considered a separate or new unit, unless the Junior ADU was constructed in conjunction with a new single-family dwelling. No separate connection between the Junior ADU and the utility shall be required for units created within a single-family dwelling, unless the Junior ADU is being constructed in connection with a new single-family dwelling.

(9) *Exterior and interior access.* The Junior ADU shall include an exterior entrance separate from the main entrance to the single-family dwelling. If the Junior ADU shares bathroom facilities with the main dwelling, the Junior ADU shall also have interior entry to the main dwelling's living area.

(d) *Development standards.* All ADUs and Junior ADUs must comply with the following requirements:

(1) *Ministerial project.* Any application for an ADU or Junior ADU that meets the requirements of this section shall be approved without a public hearing.

(2) *Application by owner.* An application for a building permit for an ADU or Junior ADU building permit shall be made by the owner of the parcel on which the primary unit sits and shall be filed with the city on a city-approved application form and subject to the established fee set by city council resolution as it may be amended from time to time.

(3) *Separate sale prohibited.* Except as otherwise provided by law (e.g., Government Code section 65852.26), ADUs and Junior ADUs may not be sold or otherwise conveyed separate from the primary residence.

(4) *Utilities.*

a. All ADUs and Junior ADUs must be connected to public utilities (or their equivalent), including water, electric, and sewer services.

b. Except as provided in subsection c immediately below, the city may require the installation of a new or separate utility connection between the ADU and the utility. For Junior ADUs, see subsection (c)(8), above.

c. No separate connection between the ADU and the utility shall be required for units created within a single-family dwelling, unless the ADU is being constructed in connection with a new single-family dwelling.

d. Each ADU and Junior ADU shall have a separate mailing address as assigned by the City.

(5) *Recorded covenants.* Before obtaining a building permit, the owner shall file with the county recorder, in a form approved by the city attorney, a covenant which does all of the following:

a. Prohibit the sale of the ADU and Junior ADU separate from the single-family residence; and

b. Unless subsequently prohibited by an amendment to state law, for ADUs approved on or after January 1, 2025, the ADU shall be considered legal only as long as either the primary residence or the ADU is occupied by the owner of record or state law is amended to prohibit such requirements. Junior ADUs require owner occupancy of either the single-family dwelling or the Junior ADU; and



- c. Restrict the ADU or JADU to the maximum size allowed by Municipal Code section 13-35, as it may be amended from time to time; and
- d. Unless authorized by this Code, prohibit renting the ADU for periods less than thirty-one (31) days; and
- e. Confirm that the restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance.

(6) *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.

(7) *Building permits required.* Applications for ADUs and Junior ADUs shall conform to the requirements for, and shall obtain, a building permit consistent with the requirements of Title 5 (Buildings and Structures). By way of reference only, current requirements generally require all dwellings to have no less than two hundred twenty (220) square feet. Fire sprinklers shall not be required if they are not required for the primary residence; if, however, the ADU is attached to the primary dwelling, and if an addition to the dwelling would require sprinklers for an addition to the primary dwelling in the same location, then sprinklers shall be required.

(8) *Setbacks.*

a. *None.* No setbacks are required for either: (1) those portions of ADUs that are created by converting existing living area or existing accessory structures to a new ADU; or (2) constructing new ADUs in the same location, while not exceeding the existing dimensions, including height. Notwithstanding the foregoing, ADUs shall, at minimum, comply with setbacks that are sufficient for fire and life safety.

b. *Other setbacks.* For all other ADUs, there shall be a minimum of setbacks of four (4) feet from side and rear property lines and full compliance with all applicable front yard setbacks for the underlying zone. Second floor ADUs shall provide setbacks in conformance with the underlying zone. All mechanical equipment associated with the ADU shall maintain the minimum setbacks.

c. *Distance between structures.* The minimum required distance between a detached ADU and the primary dwelling unit, and all other structures on the property, including garages, shall be six (6) feet.

(9) *Height.* Except as authorized in subsection b, below, in no event may any portion of a new construction ADU exceed two (2) stories or exceed the height of any other dwelling that could legally be on the property. In all cases, a height of at

least eighteen (18) feet shall be allowed for ADUs. An additional two feet in height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit. Furthermore, except as authorized in subsection a and b, below, an ADU shall be entirely only on the first floor.

a. *Second floor or two-stories.* An ADU on a lot which has an existing lawfully constructed dwelling, may be in whole or in part on a second floor, or be a two (2) story ADU, if all five (5) of the following occur:

1. All portions of the ADU structure on a second floor are at least twenty-five (25) feet from the front property line; and
2. Each stairwell for the ADU is interior or complies with subsection (10), below; and
3. The second floor of any portion of the ADU, if built above a detached garage, does not exceed the footprint of the garage; and
4. No windows are installed on the second floor on side elevations if such windows are within twenty-five (25) feet of a neighboring dwelling and face the neighboring property unless such windows have a minimum sill height of at least five (5) feet; and
5. The second floor (or the entire two (2) story ADU as applicable) meets the setbacks applicable to additions for the underlying zone.

b. *Within structure.* The ADU is built entirely within either:

1. A proposed or existing lawfully constructed single-family dwelling, except that an external stairwell to the ADU which meets all requirements of this code, including the requirements of subsection (10), below, may be constructed to allow access to the ADU; or
2. The non-habitable space of an existing multifamily structure or within an accessory structure on a lot with a multifamily structure.

(10) *Exterior stairways, balconies.*

a. *Exterior Stairways.* A new exterior stairway to a second-floor ADU shall not be visible from the public right of way at the front of the property. Second floor landings using an exterior stairway shall be kept to the minimum size required to comply with applicable codes. Stairways and landings shall incorporate screening materials designed to eliminate views into abutting properties. Stairways and landings, which exceed building code minimum sizes, are prohibited. Stairways and landings shall not be counted toward residential open space requirements.

b. *Balconies.* New balconies which face the street and are located at the front of the main residential structure are permitted provided that the balcony be set back a minimum of twenty (20) feet from the front property line. On corner properties, balconies may face the side street provided that they maintain the setback for the underlying zone. Balconies within 25 feet of a neighboring residence shall incorporate screening to ensure there are no direct views into the abutting property. New construction balconies that are not facing the front of the property or a side street, are prohibited.

c. *Roof Decks.* No new roof decks are allowed for ADUs.

(11) *Architectural standards.*

a. *Attached ADUs.* Each ADU which is attached to the primary dwelling shall appear to be part of the primary dwelling. It shall have the same design, materials, finishes, and colors as the primary dwelling and shall be in accordance with code design standards and guidelines applicable to the zone.

b. *Detached ADUs.* Any detached ADU shall be compatible in exterior appearance with the primary unit or units in terms of design, materials, finishes, and colors within the same property on which it is proposed to be constructed, in accordance with code design standards and guidelines applicable to the zone.

c. *Junior ADUs.* Junior ADUs shall match exterior appearance with the primary unit in terms of design, materials, finishes, and colors within the same property on which it is proposed to be constructed, in accordance with code design standards and guidelines applicable to the zone.

(12) *Garage conversions.*

a. *No blank façade.* When a garage is converted to an ADU, if the façade of the converted garage is visible from a public right-of-way, the façade shall implement at least one of the following:

- i. be covered with landscaping that covers at least fifty (50) percent of the wall, or
- ii. include openings of at least 10% of the façade with at least one door that complies with section 13 below or one window which matches the material and design of the existing windows on the residence.

b. *Driveway.* The driveway may only be removed if it is replaced with landscaping or open space, and the curb cut and driveway apron are removed and replaced with a curb and gutter which meet city standards. Partial

driveway removals may be permitted if the remaining driveway provides the minimum parking dimensions per subsection 14 below.

(13) *Entry.* The entrance to an ADU or Junior ADU shall match the materials and color of the primary residence(s), not be located on the same building elevation as the main reentrance of the primary residence(s) and shall be located along the building side, rear, or within the interior of the property, unless the Economic and Development Services Director approves an alternative configuration due to unique development circumstances.

(14) *Parking.*

a. The owner may provide parking that is at least eight and a half (8.5) feet wide and eighteen (18) feet long and may be provided as:

1. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk; or
2. Within a setback area or in locations determined feasible by the city. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that such parking is not permitted anywhere else in the city.

b. When an existing garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an ADU or converted to an ADU, the off-street parking spaces do not have to be replaced, notwithstanding any other provision of this code to the contrary (e.g., the definition of “driveway” in section 13-6, Table 20-8(c) a driveway does not lose its status as a lawful “driveway” if it leads to a structure that was either converted from a garage into either an ADU or Junior ADU or demolished in conjunction with the construction of an ADU or Junior ADU. In no event shall the demolition of a garage be considered “in conjunction with” the construction of an ADU if the ADU will not be constructed within any portion of the footprint of the demolished garage.

(15) *Non-conforming.* The city shall not require, as a condition of a permit for an ADU or Junior ADU the correction of nonconforming development standards.

(16) *Short-term rentals prohibited.* ADUs and Junior ADUs shall not be rented for a term of less than thirty-one (31) days, unless otherwise authorized by this code.

(17) *Open space and landscaping.* ADUs which exceed eight hundred (800) square feet in gross floor area shall meet the open space requirements of section 13-32 and shall be subject to provide landscaping as required in section 13-106. (Ord. No. 11-10, § 1, 9-20-11; Ord. No. 18-03, § 5, 1-16-18; Ord. No. 21-03, § 3, 3-2-21)

## RESOLUTION NO. PC-2022-29

**A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL  
GIVE FIRST READING TO AN ORDINANCE APPROVING  
CODE AMENDMENT CO-2022-XX AMENDING CHAPTER V,  
ARTICLE 1, SECTION 13-35 (ACCESSORY DWELLING  
UNITS) OF TITLE 13 OF THE COSTA MESA MUNICIPAL  
CODE TO CLARIFY EXISTING ACCESSORY DWELLING UNIT  
PROVISIONS AND TO MODIFY STANDARDS TO CONFORM  
TO RECENT REVISIONS TO STATE LAW**

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

WHEREAS, in response to multiple housing laws relating to accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), including AB 68, AB 881, SB 13, AB 587, and AB 670, the City adopted Ordinance 2021-03 on March 3, 2021 to establish and amend the City's laws in relation to ADUs and JADUs;

WHEREAS, by adopting its own ADU and JADU laws, the city was able to retain at least some authority to regulate ADUs and JADUs that it might not otherwise have;

WHEREAS, through the implementation of the ADU and JADU laws, the city found inconsistencies in the laws which need to be corrected;

WHEREAS, additional housing State laws including AB 2221 and SB 987 were approved by the State in 2022, become effective January 1, 2023, and require additional modification to the City's ADU and JADU laws;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on October 24, 2022 with all persons having the opportunity to speak for and against the proposal; and,

NOW THEREFORE, THE COSTA MESA PLANNING COMMISSION RESOLVES  
AS FOLLOWS:

1. Adoption of this resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), in that the adoption of an ordinance regarding second units in a single-family or multifamily zone by a city or county to implement the provisions of Sections 65852.1, 65852.150 and 65852.2 is exempt from the requirements of CEQA. In addition, the proposed ordinance amendment is exempt

from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) in that there is no possibility that the minor updates to the City's ADU provisions will have a significant impact on the environment.

2. The Planning Commission recommends the City Council approve the ordinance attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the CEQA exemption for this projects reflects the independent judgement of the Planning Commission.

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 24th day of October, 2022.**



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Byron de Arakal, Chair  
Costa Mesa Planning Commission

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

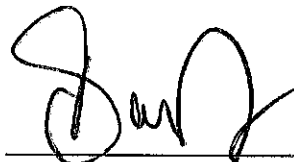
I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2022-29 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on October 24, 2022 by the following votes:

AYES: de Arakal, Zich, Rojas, Russell, Toler, Vivar

NOES: None

ABSENT: Ereth

ABSTAIN: None



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Scott Drapkin, Secretary  
Costa Mesa Planning Commission

Resolution No. PC-2022-29

## 13-35. Accessory dwelling units.

(a) *Purpose, general plan consistency, definitions.*

(1) *Purpose and interpretation.* The intent of this section is to ensure that accessory dwelling units (ADUs) and Junior ADUs remain as an accessory uses ~~to a single-family residence in residential and mixed-use zones~~, that the structures on parcels are organized to accommodate an ADU and/or Junior ADU, and that such dwelling units do not adversely impact surrounding residents or the community. This section 13-35 is intended to retain the ability of the city to regulate ADUs in terms of design, aesthetics, massing and integration with existing structures and to comply with the requirements of state law.

(2) *General plan consistency.* In adopting these standards, the city recognizes that the approval of dwelling units may, in some instances, result in dwelling densities exceeding the maximum densities prescribed by the general plan. The city finds that this occurrence is consistent with the general plan, as allowed under state planning and zoning law applicable to ADUs, and that the amendment furthers the goals, objectives, and policies of the general plan housing element.

(3) *Definitions.* For purpose of this section 13-35 only:

a. The terms “accessory dwelling unit” (ADU), “public transit,” “passageway” and “tandem parking” all have the same meaning as that stated in Government Code section 65852.2 as that section may be amended time to time.

b. “Junior ADU” shall have the same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended from time to time.

c. A structure is considered “existing” if a building permit was issued and finalized ~~at least two (2) years~~ before an ADU or JADU application is submitted under this section.

d. The terms “single-family dwelling” and “multifamily dwelling” exclude all ~~detached garages, carports, and similar accessory structures, regardless of whether such structures are attached or detached from the dwelling.~~

e. The term “single-family dwelling” is a dwelling (excluding any ADU or Junior ADU) that is not attached to another dwelling. Single-family dwellings may include detached single-family homes where there is more than one (1) primary dwelling on a lot.



**ef.** A “multifamily dwelling” is a dwelling (excluding any ADU or Junior ADU) within a multifamily dwelling structure, ~~including detached single-family homes where there is more than one (1) primary dwelling unit on a lot.~~

**fg.** A “multifamily dwelling structure” is a structure which contains at least two (2) lawful dwellings within the structure, excluding ADUs and Junior ADUs. Storage rooms, boiler rooms, passageways, attics, basements, garages and other non-habitable spaces are considered within a “multifamily dwelling structure” if such non-habitable spaces are within the same structure as at least two (2) other multifamily dwellings.

(b) *Accessory dwelling units.*

(1) *Residential and mixed use zones only.* ADUs are permitted in single-family, multifamily ~~zones~~, and mixed use zones (i.e., zones where single-family and/or multifamily dwellings are allowed), and only on a legal lot with proposed or existing residential dwelling(s) which will remain on site. By way of illustration only, the zones where accessory dwellings are allowed are shown on the Citywide Land Use Matrix at section [13-30](#). If there is any conflict between the requirement that ADUs be approved in (and only in) zones where single-family and multifamily dwellings are allowed and the Land Use Matrix, the former shall control.

(2) *Underlying zone.* Except as otherwise provided in this section, ADUs shall conform to the development standards of the underlying zone.

(3) *Ministerial.* Any application for an ADU that meets the requirements of this section shall be approved ministerially by the city by applying the standards herein and without a public hearing or notice of decision or zoning approval.

(4) *Maximum number of dwelling units.* The following is the maximum number of ADUs and or Junior ADUs allowed on any lot. Only one category may be used per lot including lots that include a mixture of single-family and multiple family dwellings.

a. *Single-family.* Only one ADU and only one Junior ADU may be permitted on a lot with a proposed or existing single-family dwelling subject to the following:

1. *Conversion within a single-family dwelling.*

(i) An ADU or Junior ADU may be within the existing footprint of a lawful single-family dwelling. Alternatively, an ADU may be within a lawfully constructed existing accessory structure; in this case up to one hundred fifty (150) square feet may be added beyond the physical dimensions of the existing accessory structure solely to accommodate ingress and egress to the ADU; and

(ii) Each such ADU and Junior ADU must have independent exterior access from the single-family dwelling, and have side and rear setbacks sufficient for fire safety; or

2. *New construction.* One (1) new construction ADU may be permitted on a lot with proposed or existing single-family dwelling. One (1) new construction Junior ADU may be allowed on the lot if the Junior ADU is to be in a single-family dwelling that meets all applicable legal standards.

b. *Multifamily.* Junior ADUs are not allowed on a lot with more than one residence. ADUs are not allowed within new construction residences where, after construction, there will be at least two (2) residences on the lot (e.g. detached residential structures, duplexes, apartments); up to two (2) ADUs are allowed with such structures pursuant to subsection 23, below. For lots with an existing legal multifamily dwelling (e.g., a legal non-conforming multifamily dwelling), the applicant may have ADU(s) pursuant to one of the following:

1. *Maximum ADUs within existing multifamily dwelling structure.* No more than twenty-five (25) percent, with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one (1) unit, shall be permitted as ADU(s) constructed within the enclosed non-livable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of the existing multifamily dwelling structures; or

2. Maximum attached ADUs. No more than one (1) attached ADU is permitted. The ADU shall be attached to the multifamily dwelling structure; or

23. Maximum detached ~~external~~ ADUs. No more than two (2) detached ADUs are permitted. Both units shall be detached from every residence on site (but need not be detached from each other). This section shall apply to detached structures that are converted and new construction detached ADUs. Conversion detached ADUs are not subject to height, setbacks, and maximum square footage. Such ADUs shall not exceed eight hundred (800) square feet of gross floor area, shall be no taller than sixteen (16) feet in height, and shall have at least four (4) feet of side and rear yard setbacks; or

43. Maximum mixed (detached/within) ADUs. No more than twenty-five (25) percent, with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one (1) unit, shall be permitted as ADU(s) constructed within the enclosed non-livable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of the existing multifamily dwelling structures. ~~No more than one ADU is permitted within the existing and enclosed non-livable space (e.g., storage rooms, boiler rooms, hallways, attics, basements, or garages) of~~



~~the existing multifamily dwelling structure; and no more than one two~~  
ADUs that ~~is are~~ detached from each multifamily dwelling structure on site,  
~~provided that such ADU does not exceed eight hundred (800) square feet~~  
~~of gross floor area, is no taller than sixteen (16) feet in height, and has at~~  
~~least four (4) feet of side and rear yard setbacks.~~

(5) *Maximum size.*

a. *Single-family.*

1. *Detached.* For lots with a proposed or existing single-family dwelling, a detached ADU shall not have more than one thousand two hundred (1,200) square feet.
2. *Attached.* An ADU attached to a single-family dwelling shall be no more than the greater of fifty (50) percent of the square footage of the existing single-family dwelling or one thousand (1,000) square feet.

b. *Multifamily, exterior construction.*

1. *Detached.* For lots with an existing legal multifamily dwelling structure proposing one (1), a new construction detached ADU, the ADU shall not exceed eight one thousand two hundred (1,200) square feet. For lots with an existing or proposed legal multifamily dwelling structure proposing two (2) detached ADUs, the ADUs shall not exceed eight hundred (800) square feet; or

2. *Attached.* For lots with an existing legal multifamily dwelling structure, an attached ADU shall not exceed the greater of 1,000 square feet or fifty (50) percent of the average floor area of the existing multiple family dwelling units.

c. *Interior conversions.* Notwithstanding subsections a and b immediately above, ADUs which are converted from space entirely within lawful existing structures, and ADUs entirely within proposed lawful single-family dwellings, are not subject to a limit on maximum square footage.

(6) *Minimum size.*

a. ADUs may be efficiency units. Notwithstanding the general limitation on efficiency units being no smaller than two hundred twenty (220) square feet, ADUs may also be less than two hundred twenty (220) square feet, provided that they are no smaller than one hundred fifty (150) square feet, and comply with all other legal requirements.

(7) *Conversions of dwelling units.*

a. *Total conversion of single-family ~~unit~~dwelling.* An entire existing single-family ~~or multifamily~~ dwelling may be converted to an ADU if the ADU complies with all applicable requirements of this section and a new single-family residence with a total gross floor area exceeding that of the ADU is constructed in full compliance with code requirements.

b. *Partial conversion/addition.* A portion of the existing single-family or multifamily dwelling may be converted to an ADU with new additional square footage, which additional square footage shall comply with all standards applicable to attached ADUs, and all converted square footage shall comply with standards applicable to conversions. The maximum square footage of the attached ADU shall be based upon the size of the existing ~~primary~~ dwelling before construction of the ADU addition.

(c) *Junior ADUs.*

(1) *Rule.* Junior ADUs shall comply with the requirements of this subsection (c), in addition to the requirements of subsection (d) of this section [13-35](#).

(2) *Maximum size.* A Junior ADU shall not exceed five hundred (500) square feet in gross floor area.

(3) *Owner occupancy requirement.* The owner of a parcel proposed for a Junior ADU shall occupy as a primary residence either the primary dwelling unit or the Junior ADU. Owner-occupancy is not required if the owner is a governmental agency, land trust, or "housing organization" as that term is defined in [Government Code](#) section 65589.5(k)(2), as that section may be amended from time to time.

(4) *Short-term rentals prohibited.* A Junior ADU shall not be rented for periods of less than 31 days unless otherwise authorized by the municipal code.

(5) *Location of Junior ADU.* A Junior ADU shall be entirely within an ~~existing or proposed~~ single-family ~~residence~~dwelling.

(6) *Kitchen requirements.* A Junior ADU shall include an efficiency kitchen, including ~~a sink, a single or multiple cooktop~~ a cooking facility with appliances, outlet for a small refrigerator, food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

(7) *Parking.* No additional parking is required beyond that already required for the primary dwelling.

(8) *Fire protection; utility service.* For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a Junior ADU shall not be considered a separate or new unit, unless the Junior ADU was constructed in conjunction with a new single-family dwelling. No



separate connection between the Junior ADU and the utility shall be required for units created within a single-family dwelling, unless the Junior ADU is being constructed in connection with a new single-family dwelling.

(9) *Exterior and interior access.* The Junior ADU shall include an exterior entrance separate from the main entrance to the single-family dwelling. If the Junior ADU shares bathroom facilities with the main dwelling, the Junior ADU shall also have interior entry to the main dwelling's living area.

(d) *Development standards.* All ADUs and Junior ADUs must comply with the following requirements:

(1) *Ministerial project.* Any application for an ADU or Junior ADU that meets the requirements of this section shall be approved without a public hearing.

(2) *Application by owner.* An application for a building permit for an ADU or Junior ADU building permit shall be made by the owner of the parcel on which the primary unit sits and shall be filed with the city on a city-approved application form and subject to the established fee set by city council resolution as it may be amended from time to time.

(3) *Separate sale prohibited.* Except as otherwise provided by law (e.g., [Government Code](#) section 65852.26), ADUs and Junior ADUs may not be sold or otherwise conveyed separate from the primary residence.

(4) *Utilities.*

a. All ADUs and Junior ADUs must be connected to public utilities (or their equivalent), including water, electric, and sewer services.

b. Except as provided in subsection c immediately below, the city may require the installation of a new or separate utility connection between the ADU and the utility. For Junior ADUs, see subsection (c)(8), above.

c. No separate connection between the ADU and the utility shall be required for units created within a single-family dwelling, unless the ADU is being constructed in connection with a new single-family dwelling.

d. Each ADU and Junior ADU shall have a separate mailing address as assigned by the City.

(5) *Recorded covenants.* Before obtaining a building permit, the owner shall file with the county recorder, in a form approved by the city attorney, a covenant which does all of the following:

- a. Prohibit the sale of the ADU and Junior ADU separate from the single-family residence; and
- b. Unless subsequently prohibited by an amendment to state law, for ADUs approved on or after January 1, 2025, the ADU shall be considered legal only as long as either the primary residence or the ADU is occupied by the owner of record or state law is amended to prohibit such requirements. Junior ADUs require owner occupancy of either the single-family dwelling or the Junior ADU; and
- c. Restrict the ~~accessory second unit~~ADU or JADU to the maximum size allowed by Municipal Code section 13-35, as it may be amended from time to time; and
- d. Unless authorized by this Code, prohibit renting the ADU for periods less than thirty-one (31) days; and
- e. Confirm that the restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance.

(6) *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.

(7) *Building permits required.* Applications for ADUs and Junior ADUs shall conform to the requirements for, and shall obtain, a building permit consistent with the requirements of Title 5 (Buildings and Structures). By way of reference only, current requirements generally require all dwellings to have no less than two hundred twenty (220) square feet. Fire sprinklers shall not be required if they are not required for the primary residence; if, however, the ADU is attached to the primary dwelling, and if an addition to the ~~house dwelling~~ would require sprinklers for an addition to the primary dwelling in the same location, then sprinklers shall be required.

(8) *Setbacks.*

a. *None.* No setbacks are required for either: (1) those portions of ADUs that are created by converting existing living area or existing accessory structures to a new ADU; or (2) constructing new ADUs in the same location, while not exceeding the existing dimensions, including height and to the same dimensions as an existing structure. Notwithstanding the foregoing, ADUs ~~and Junior ADUs~~ shall, at minimum, comply with setbacks that are sufficient for fire and life safety.

b. *Other setbacks.* For all other ADUs, there shall be a minimum of setbacks of four (4) feet from side and rear property lines and full compliance with all



applicable front yard setbacks for the underlying zone. ~~Second floor ADUs shall provide setbacks in conformance with the underlying zone. An ADU on a corner lot shall maintain a minimum setback of ten (10) feet from the public right of way on the street side or be consistent with the existing setback distance of the main residential structure, whichever is less.~~

c. *Distance between structures.* The minimum required distance between a detached ADU and the primary dwelling unit, and all other structures on the property, including garages, shall be six (6) feet.

(9) *Height.* Except as authorized in subsection b, below, in no event may any portion of a new construction ADU exceed two (2) stories or exceed the height of any other dwelling that will could legally be on the property. ~~except that in~~ all cases, a height of at least ~~sixteen-eighteen (1618)~~ feet shall be allowed for ADUs. An additional two feet in height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit. Furthermore, except as authorized in subsection a and b, below, an ADU shall be entirely only on the first floor.

a. *Second floor or two-stories.* An ADU on a lot which has an existing lawfully constructed ~~single family dwelling or will have a new single family~~ dwelling, may be in whole or in part on a second floor, or be a two (2) story ADU, if all five (5) of the following occur:

1. All portions of the ADU structure on a second floor are at least twenty-five (25) feet from the front property line ~~(except that front facing balconies may be constructed as close as twenty (20) feet from the front property line if the balcony is open on three (3) sides and the wall of the main structure is at least twenty five (25) feet from the front property line); and~~
2. Each stairwell for the ADU is interior or complies with subsection (10), below; and
3. The second floor of any portion of the ADU, if built above a detached garage, does not exceed the footprint of the garage; and
4. No windows are installed on the second floor on side elevations if such windows are within twenty-five (25) feet of a neighboring dwelling and face the neighboring property unless such windows have a minimum sill height of at least five (5) feet; and
5. The second floor (or the entire two (2) story ADU as applicable) meets the setbacks applicable to additions ~~and accessory structures~~ for the underlying zone.

b. *Within structure.* The ADU is built entirely within either:

1. A proposed or existing lawfully constructed single-family dwelling, except that an external stairwell to the ADU which meets all requirements of this code, including the requirements of subsection (10), below, may be constructed to allow access to the ADU; or

2. The non-habitable space of an existing multifamily structure or within an accessory structure on a lot with a multifamily structure.

(10) *Exterior stairways, ~~and balconies.~~*

a. *Exterior Stairways.* A ~~new~~ exterior stairway to a second-floor ADU shall be facing the interior of the lot and shall not be ~~readily~~ visible from the ~~public right-of-way~~ public right of way at the front of the property. Second floor landings using an exterior stairway shall be kept to the minimum size required to comply with applicable codes. Stairways and landings shall incorporate screening materials designed to eliminate views into neighboring properties. Stairways and landings, which exceed standard building code minimum sizes, ~~and balconies~~ are prohibited. Stairways and landings shall not be counted toward residential open space requirements.

b. *Balconies.* New balconies which face the street and are located at the front of the structure are permitted provided that the balcony be set back a minimum of twenty (20) feet from the front property line. New construction balconies that are not facing the front of the property, are prohibited. ~~Stairways, landings, and balconies shall not be counted toward residential open space requirements.~~

c. *Roof Decks.* No new roof decks are allowed for ADUs.

(11) *Architectural standards.*

a. *Attached ADUs.* Each ADU which is attached to the primary dwelling shall appear to be part of the primary dwelling. It shall have the same design, materials, finishes, and colors as the primary dwelling and shall be in accordance with code design standards and guidelines applicable to the zone.

b. *Detached ADUs.* Any detached ADU shall be compatible in exterior appearance with the primary unit or units in terms of design, materials, finishes, and colors within the same property on which it is proposed to be constructed, in accordance with code design standards and guidelines applicable to the zone.

c. *Junior ADUs.* Junior ADUs shall ~~be compatible in match~~ exterior appearance with the primary unit in terms of design, materials, finishes, and



colors within the same property on which it is proposed to be constructed, in accordance with code design standards and guidelines applicable to the zone.

(12) *Garage conversions.*

a. *No blank façade.* When a garage is converted to an ADU, if the façade of the converted garage is visible from a public right-of-way, the façade ~~must have substantial articulation in terms of design and architectural features, or substantial landscaping, or some combination thereof to improve aesthetics. For example, obscuring the façade with~~ shall implement at least one of the following:

- i. be covered with landscaping that covers at least fifty (50) percent of the wall, or
- ii. include at least one door that complies with section 13 below or one window.  
~~would meet this requirement, as would construction of an attached code-compliant pergola or awning which was constructed in front of the façade of the converted garage.~~

ba. *Driveway.* The driveway may only be removed if it is replaced with landscaping or open space, and the curb cut and driveway apron are removed and replaced with a curb and gutter which meet city standards. Partial driveway removals may be permitted if the remaining driveway provides the minimum parking dimensions per subsection 14 below.

(13) *Entry and walkways.* The entrance to an ADU or Junior ADU should be located in a manner that it is subordinate to the main entrance of the primary residence(s) such as areas along the side or within the interior of the property. ~~The walkway leading to the ADU shall be hardscaped and connect to the driveway or the public sidewalk.~~

(14) *Parking.*

a. The owner may provide parking that is at least eight and a half (8.5) feet wide and eighteen (18) feet long and may be provided as:

1. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk; or
2. Within a setback area or in locations determined feasible by the city. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that such parking is not permitted anywhere else in the city.

b. When an existing garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an ADU or converted to an ADU, the off-street parking spaces do not have to be replaced, notwithstanding any other provision of this code to the contrary (e.g., the definition of “driveway” in section [13-6](#), Table 20-8(c) a driveway does not lose its status as a lawful “driveway” if it leads to a structure that was either converted from a garage into either an ADU or Junior ADU or demolished in conjunction with the construction of an ADU or Junior ADU. In no event shall the demolition of a garage be considered “in conjunction with” the construction of an ADU if the ADU will not be constructed within any portion of the footprint of the demolished garage.

(15) *Non-conforming*. The city shall not require, as a condition of a permit for an ADU or Junior ADU the correction of nonconforming development standards.

(16) *Short-term rentals prohibited*. ADUs and Junior ADUs shall not be rented for a term of less thirty-one (31) days, unless otherwise authorized by this code.

(17) *Open space and landscaping*. ADUs which exceed eight hundred (800) square feet in gross floor area shall meet the open space requirements of section [13-32](#) and shall be subject to provide landscaping as required in section 13-106. (Ord. No. 11-10, § 1, 9-20-11; Ord. No. 18-03, § 5, 1-16-18; Ord. No. 21-03, § 3, 3-2-21)



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 23-1080

**Meeting Date:** 2/21/2023

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**TITLE:**

**AUTHORIZE THE CITY MANAGER TO ISSUE REFUNDS FOR RETAIL CANNABIS APPLICATION FEES**

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

**PRESENTED BY:** JENNIFER LE, DIRECTOR OF ECONOMIC AND DEVELOPMENT SERVICES

**CONTACT INFORMATION:** JENNIFER LE, (714) 754-5270

**RECOMMENDATION:**

Staff recommends City Council give the City Manager, or her designee, the authority to issue refunds for retail cannabis application fees.

**BACKGROUND:**

On November 3, 2020, the voters of Costa Mesa approved Measure Q ("The City of Costa Mesa Retail Cannabis Tax and Regulation Measure") authorizing City Council to adopt ordinances to establish retail cannabis regulations, taxation, and zoning requirements.

At their regular meeting on June 1, 2021, City Council adopted a fee resolution to establish application processing fees and service charges related to cannabis business permit (CBP) and conditional use permit (CUP) applications.

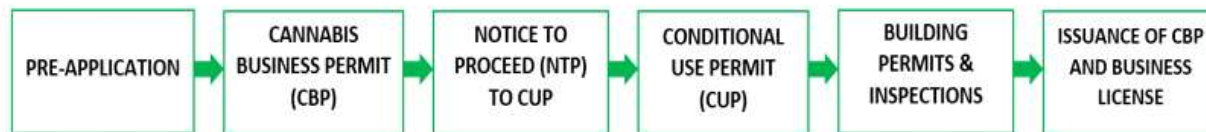
The agenda report and attachments for the fee resolution item can be found at this link:  
<http://ftp.costamesaca.gov/costamesaca/council/agenda/2021/2021-06-01/PH-3.pdf>

On August 12, 2021, the City began accepting applications for retail cannabis businesses including storefronts and non-storefronts (delivery). To date, the City has received a total of 62 retail cannabis storefront applications and are in different stages of the cannabis permit review and approval process.

Of the 62 cannabis retail storefront applications, a total of 17 Conditional Use Permit (CUP) applications have gone before the Planning Commission for review and approval, with 14 of the 17, or 82 percent, being approved to operate. Of the remaining three applications presented to the Planning Commission, two were denied and have requested appeals before the City Council (one of the two City Council appeal hearings is scheduled on Tuesday, February 21, 2023), and one application was continued to the Planning Commission meeting of Monday, February 27, 2023 for consideration.

As of this date, there are 45 remaining retail cannabis storefront permit applications that are in various stages of the review and approval process, as follows: a total of 20 applicants are in the Conditional Use Permit stage of the process; an additional 4 applicants are in the Cannabis Business Permit stage of the process; another 15 applicants are in the pre-application stage of the process; and 6 applications are on a pre-application waitlist. Please see the below Exhibit 1 for a cannabis permit process summary.

**Exhibit 1 – Cannabis Permit Process Summary**



Staff is requesting City Council authorize the City Manager to issue full refunds for any and all applicants who elect to withdraw their cannabis applications from the permit application and review process.

**ANALYSIS:**

Due to the large volume of CUP applications that are awaiting processing, as well as the significant amount of time associated with processing each individual CUP, staff is recommending that refunds be offered to retail cannabis applicants interested in voluntarily withdrawing their applications. Despite numerous City employees in multiple departments involved in cannabis permit processing, the number of outstanding applications remains high.

Refer to Table 1 below for a summary of the remaining retail cannabis applications to be processed.

**Table 1 - Remaining Retail Cannabis Applications**

RETAIL CANNABIS APPLICATION TYPE	APPLICATION FEES	NUMBER OF APPLICATIONS	TOTAL FEES
Pre-application Waitlist	\$0	6	\$0
Pre-applications	\$1,500	15	\$22,500
CBPs for Storefronts	\$19,732	4	\$78,928
CUPs for Storefronts <sup>1</sup>	\$18,499	20	\$764,620
	\$19,732		
<b>Total Remaining Applications: 45</b>			<b>\$866,048</b>
<sup>1</sup> Applicants in the CUP stage of the process have paid both the CBP and CUP application fees			

Further, staff anticipates resources currently allocated to processing retail cannabis applications will need to be realigned to begin implementing recent State legislation that mandates changes to the City's General Plan and Municipal Code to ensure compliance with new State laws promulgated under the following:



State Law Mandates	Description
Safety Element	New Element Required for General Plan
SB 379	Climate Adaptation and Resiliency
SB 1035	Flood and Fire Hazards
AB 747	Evacuation Routes
SB 99	Emergency Routes for Residential Developments
Environmental Justice	New Element Required for General Plan
SB 932	Bicycle, Pedestrian and Traffic Calming Plans
SB 1425	Local Open Space Plan
AB 2097, AB 916, AB 2244	Updated Parking Standards
AB 2011, SB 6	Multi-family Housing Standards
SB 1204, SB 1291, SB 1194	Development Process Updates
AB 2345, AB 2334, AB 1551, AB 682	Density Bonus Updates

Further, other required City efforts include City visioning and rezoning work consistent with the legally required Housing Element update, State mandated planning for the reuse of the State-owned Fairview Developmental Center site as per the Omnibus State Budget Bill for Fiscal Year 2021-22, and other legally required housing policies and programs. Given the need to ensure compliance with recent changes in State law and other City Council objectives and priorities, retail cannabis applicants may decide that continuing in the permit process may be further protracted and elect to withdraw their applications.

The application fee for a retail CBP is \$19,732 and for a retail cannabis CUP is \$18,499. Since the pre-application fee is minimal at \$1,500, the Finance Director has the authority to issue those refunds.

### **ALTERNATIVES:**

Council may opt to not approve the recommended actions and direct staff accordingly.

### **FISCAL REVIEW:**

If all remaining cannabis retail storefront applications were voluntarily withdrawn and refunds were requested, approximately \$900,000 could be refunded. (Refunds could also be provided to delivery applicants, if requested.) This scenario is highly unlikely as some applicants will wish to remain in the process.

However, the funds have already been collected by the City and are available for reimbursement subject to a Cannabis Reimbursement Request and Release Form to be developed and approved by the City Attorney in concert with the Finance Department who would process the refunds as per City Manager approval.

**LEGAL REVIEW:**

This report has been approved as to form by the City Attorney's Office.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

**CONCLUSION:**

Staff recommends City Council give the City Manager, or her designee, the authority to issue refunds for retail cannabis application fees paid to the City by any and all cannabis applicants voluntarily choosing to withdraw from any stage of the City's cannabis retail permit application and review process.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #:** 23-1081

**Meeting Date:** 2/21/2023

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**TITLE:**

**APPEAL OF PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 (SOUTH COAST SAFE ACCESS)**

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

**PRESENTED BY: MICHELLE HALLIGAN, CONTRACT PLANNER**

**CONTACT INFORMATION: MICHELLE HALLIGAN, (714) 754-5608**

**RECOMMENDATION:**

Staff recommends the City Council:

- Uphold the Planning Commission's decision and adopt a Resolution to deny Planning Application 22-21; or
- Overturn the Planning Commission's decision and adopt a Resolution to approve Planning Application 22-21, subject to conditions of approval; or
- Remand Planning Application 22-21 back to the Planning Commission to reconsider the matter.

**APPLICANT OR AUTHORIZED AGENT:**

The authorized agent is Randall Longwith on behalf of Access Costa Mesa, Inc. dba South Coast Safe Access, and the property owner, Vaccher Family Trust.

**BACKGROUND:**

***Project Site / Environs***

The subject property is located at 2001 Harbor Boulevard. The approximate one-acre mid-block property is located on the west side of Harbor Boulevard, bounded by Charle Street to the west. The site is zoned C2 (General Business District) and is surrounded by C2 zoned properties to the north and south. Other commercial properties, zoned C1 (Local Business District), are located across Harbor Boulevard to the east. Residential properties, zoned R2-HD (Multiple-Family Residential District, High Density) are located across Charle Street to the west. The site has a General Plan Land

Use Designation of General Commercial.

Existing development on the subject property consists of a two-story, 21,086-square-foot commercial building. The first floor includes 4,667 square feet of retail space (3 tenant suites are proposed for the cannabis retail operation and currently vacant; two other tenant suites are occupied by Mar Vac (JV Electronics Inc.), an electronics retail business) and a 6,752-square-foot space for Mar Vac's warehouse. The second floor includes 5,947 square feet of office space (4 tenant suites are occupied by a counseling use, Yellowstone Recovery), which specializes in addiction recovery, and one tenant suite is occupied by Mar Vac for office use). The site includes a 66-space surface parking lot with ingress/egress on Harbor Boulevard and Charle Street.

### ***Application Request***

The applicant requests a Conditional Use Permit (CUP) to establish "South Coast Safe Access," a retail cannabis storefront. The proposed establishment would occupy a 3,720-square-foot area on the first floor, adjacent to Harbor Boulevard. The proposed cannabis retail establishment proposes to be open between the hours of 7 AM and 10 PM, seven days a week.

### ***Planning Commission Denial***

The application was heard by the Planning Commission at their November 28, 2022 meeting. One letter in support of the proposed project was received and states that the applicant's other businesses (located outside of the City) have been successful and the proposed use would be helpful to the City of Costa Mesa. Two letters in opposition to the proposed use were received. One of the opposition letters contained a statement in opposition to retail cannabis in general, and the other letter commented that the proposed cannabis establishment would negatively impact residential uses along Charle Street, and be incompatible with various youth programs and substance addiction recovery programs in the vicinity. Written comments were provided to the Planning Commission for consideration and are available at the link provided below in the Public Notice section of the report.

After receiving the staff report and staff presentation, considering the applicant's presentation, and considering public testimony, a motion was made to approve the Conditional Use Permit (CUP) and failed for lack of a second to the motion. A subsequent motion was then made to deny the application and was seconded.

Following the motion for denial, the Commission members provided comments on the motion. The Commissioners that supported the motion for denial stated that based on the evidence presented in the administrative record they could not make the necessary Conditional Use Permit finding that that the proposed use "is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area". The Commissioners stated that the application was not compatible and would be detrimental to the counseling use with addiction recovery and rehabilitation programs operating in a suite located directly above the proposed cannabis retail establishment. The Commissioners that did not support the motion for denial stated that they could generally not differentiate the proposed site from other similar applications the Commission had approved, and that the individual business owners should individually manage site land use inconsistencies. In addition, it was noted that although the use is located in close proximity to the addiction recovery counseling use, the counseling operators were notified of the proposed



cannabis application and did not reach out to the Planning Commission indicating concern.

The Planning Commission denied the application request on a 4-2 vote.

Links to the staff report and meeting video for the November 28, 2022 Planning Commission hearing are provided below:

- Staff Report & Attachments -  
<https://costamesa.legistar.com/LegislationDetail.aspx?ID=5945896&GUID=BDEA2256-A0F6->
- Video -  
<https://costamesa.granicus.com/player/clip/3925?>

The final denial Resolution reflecting the November 28, 2022 Planning Commission action is provided as Attachment 4 to the report.

### ***Appeal of Planning Commission's Decision to Deny the Application***

On December 5, 2022 an appeal of Planning Commission's denial of the project was filed by David Dewyke, an owner of the proposed cannabis establishment. In addition to the appeal application, the appellant's attorneys submitted several follow-up letters to the City and requested an appeal hearing be scheduled before the Council on February 21, 2023. The appeal application and supplemental information is included as Attachment 3 of this report.

### **ANALYSIS:**

The following analysis addresses the topics raised in the December 5, 2022 appeal application.

Pursuant to CMMC Section 13-10(i)(2)(c), the Planning Commission has the authority to "approve, conditionally approve or deny applications for conditional use permits...". Additionally and pursuant to CMMC Sections 13-28(B) and 13-200.93(c)(1), subject to the approval of the Planning Commission, a CUP is required for the establishment of cannabis retail storefronts in a commercial zone. All cannabis operators in Costa Mesa are required to obtain a Conditional Use Permit (CUP). As defined in the CMMC, a CUP is "a discretionary approval usually granted by the Planning Commission which allows a use or activity not allowed as a matter of right, based on specified findings" [emphasis added]. Unlike uses that are listed in the CMMC that are permitted "by-right", a use that requires a CUP necessitates the Planning Commission to use their judgment to determine whether a proposed project meets the required CUP findings and should be entitled.

### **REQUIRED CUP FINDINGS**

As indicated above and pursuant to the CMMC, the Planning Commission must make findings in order to support a decision to approve or deny a conditional use permit. CMMC Title 13, Section 13-29(g), requires that the Planning Commission consider and make the following specific findings in conjunction with a CUP review:

- *The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area;*

- *Granting the conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood; and*
- *Granting the conditional use permit will not allow a use, density or intensity which is not in accordance with the General Plan designation and any applicable specific plan for the property.*

## ISSUES RAISED IN THE APPEAL

The appellant letter states that the basis for the Planning Commission denial for the subject application “is not supported by substantial evidence, is arbitrary and capricious and finally, is in violation of a settlement agreement between the City, the property owner and the applicant”.

To the contrary, the Planning Commission decision was based specifically on the findings required by CMMC Title 13, Section 13-29(g).

- ***The Planning Commission denial decision “is not supported by substantial evidence”***

The Planning Commission decision to deny the application was based on its determination that the project does not meet the findings required pursuant to CMMC Title 13, Section 13-29(g). Primarily, the Planning Commission could not make the required finding that “*the proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area*”. The record of the Planning Commission’s decision indicates that the majority of the Planning Commission determined that the proposed cannabis use was not “substantially compatible” with the addiction recovery counseling use (“Yellowstone Recovery”) located on the same property (“same general area”).

The counseling use is called “Yellowstone Recovery Outpatient Treatment” and involves individual and group counseling for clients in addiction recovery for drugs and alcohol including marijuana ( <https://www.yellowstonerecovery.com/>). On October 26, 2020, the Planning Commission approved Zoning Application 20-07 for a deviation in parking requirements for group counseling at Yellowstone Recovery. The counseling use is located in suites 200, 210, and 220 of the subject property (above the proposed cannabis retail use). The counseling use is permitted to operate between the hours of 9 AM and 9 PM, Monday through Friday, although staff may be onsite between 8 AM and 10 PM Monday through Friday and on weekends between 8 AM and 4 PM. The link to the October 26, 2020 Planning Commission staff report is provided below:

<http://ftp.costamesaca.gov/costamesaca/planningcommission/agenda/2020/2020-10-26/PH-2.pdf>  
The appellant also argues that “the denial of the proposed project was not based on the rules and regulations that currently exist in the City’s Municipal Code”. The Municipal Code establishes rules and regulations for cannabis uses.

Separation Requirements pursuant to CMMC Section 13-200.93(e) stipulates that no cannabis retail storefront use shall be located within 1,000 feet from a K-12 school, playground, licensed child daycare, or homeless shelter, or within 600 feet from a youth center as defined in CMMC Title 9, Chapter VI, Section 9-485, that is in operation at the time of submission of a completed cannabis

business permit application. The subject site complies with the required separation from the sensitive uses identified in this Code section.

Separately and in addition to the minimum separation requirements established by the Code, the CMMC also requires that the Planning Commission consider the CUP findings in making a decision to grant a CUP to a retail cannabis storefront. If the findings cannot be made, the Planning Commission is obligated to deny the CUP request. In this case, the Planning Commission reviewed the facts presented and determined that the cannabis retail use was not substantially compatible with the “Yellowstone Recovery” addiction counseling use located on the subject property and above the proposed retail storefront. Therefore, the Planning Commission did consider “the rules and regulations that currently exist in the City’s Municipal Code” and made its determination that the proposed use did not meet the findings for granting a CUP.

At the Planning Commission hearing, when Commissioners inquired about the addiction counseling use, the property owner was not present and the applicant was unable to provide information regarding the use. The application for appeal stated that the counseling operator’s “lease expires in less than 30 days” and that they have “been advised they will not be permitted to remain as a holdover tenant.” In response to these statements, staff conducted a site visit and determined Yellowstone Recovery was still in full operation. Staff then requested supplemental documentation about Yellowstone Recovery’s lease agreement.

On Tuesday, February 14, 2023, the appellant provided two sublease agreements for the counseling use. The original sublease agreement for Yellowstone Recovery was effective March 1, 2015 to September 30, 2017. An extension of the sublease agreement was signed on October 1, 2020, but the timeframe of the sublease was listed as between October 3, 2017 and December 31, 2022. JV Electronics Inc. clarified in a letter dated February 10, 2023, that Yellowstone Recovery’s sublease expired on December 31, 2022. Yellowstone Recovery was informed by email on January 26, 2023 and by letter on February 11, 2023 that they must vacate the property no later than April 30, 2023. The applicant did not provide this information prior to or at the November 28, 2022 Planning Commission public hearing. However, the Council may consider this information, submitted after the appeal, in their “de novo” review.

As of February 15, 2023, staff observed that Yellowstone Recovery was still operating at the subject property.

- ***The Planning Commission denial decision “is arbitrary and capricious”***

Generally, a decision is considered “arbitrary and capricious” when a decision is made without reasonable grounds or adequate consideration of the circumstances. However in the case of the subject Planning Commission decision, the Planning Commission specifically agreed by majority vote that they could not make the CMMC required finding that *“the proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area”*. The Planning Commission decision in regard to this finding was centered on their concern with the addiction recovery counseling use located on the same site and directly above the proposed cannabis retail storefront, and the inherent incompatibility

between the two uses.

The appellant indicates that “for the Planning Commission to attempt to impose new personal notice, open house, translation, and/or sensitive receptor conclusion of the public hearing is the definition of arbitrary and capricious, and represents nothing more than the Commission improperly substituting its own personal opinions for the desires of the voters and the lawfully established requirements of the CMMC”. However, many cannabis storefront applications have been approved after similar inquiries about the applicant’s outreach efforts and community feedback. During the hearing, the applicant’s representative indicated that they were not aware of the addiction recovery counseling operation and that there had not been any communication with the counseling business.

- ***The Planning Commission denial decision “is in violation of a settlement agreement between the City, the property owner and the applicant”***

The appellant argues that a previous settlement agreement between the City, the property owner and the applicant requires that the City “make good faith efforts to expeditiously process the CUP application and schedule a hearing thereon in a manner consistent with the other Phase 1 CUP storefront retail applications whose pre-applications were deemed complete on or about September 10, 2021”. The appellant further argues that the application “was not processed in good faith” because the Planning Commission denied the application “solely on personal opinion, biases and flagrant disregard of the standards set forth in Measure Q and the CMMC”.

The appellant’s statements are in error. The application was processed in good faith and a Planning Commission hearing was scheduled consistent with the agreed upon timeline (i.e., consistent with other Phase 1 applications whose pre-applications were submitted around the same time). The Settlement Agreement did not and cannot pre-commit or dictate the outcome of the Planning Commission’s decision ahead of the public hearing process.

The Planning Commission action does not reflect bias or flagrant disregard of the standards set forth in Measure Q and the CMMC. To the contrary, the Planning Commission diligently reviewed the subject application pursuant to the CMMC’s minimum standards and requirements for cannabis uses and the required findings for a CUP as contained in the CMMC.

## **CITY COUNCIL DE NOVO HEARING**

Pursuant to CMMC Chapter 9, Appeal and Review Procedures, the City Council shall conduct a new or “de novo” review of the matter being appealed. Evidence that may be considered includes the Council staff report and the Planning Commission reports, Resolution, and findings. However, the hearing is not limited to the grounds stated for the appeal or the evidence that was previously presented to the Planning Commission. The City Council may exercise its independent judgment and discretion in making a decision. The City Council’s decision on the matter is final.

The Council may:

1. Uphold the Planning Commission’s decision and adopt a Resolution to deny Planning Application 22-21. A draft Resolution for denial is provided as Attachment 1 consistent with the Planning Commission decision.

2. Overturn the Planning Commission's decision and adopt a Resolution to approve Planning Application 22-21, subject to conditions of approval. A draft Resolution for approval is provided as Attachment 2 and includes applicable conditions of approval.
3. Remand Planning Application 22-21 back to the Planning Commission to consider the supplemental information provided by the appellant after the Planning Commission hearing.

**ENVIRONMENTAL DETERMINATION:**

Per CEQA Guidelines Section 15270(a), CEQA does not apply to projects which a public agency rejects or disapproves. However, if the City Council desires to overturn the Planning Commission decision and approve the proposed use, the project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 for the permitting and/or minor alteration of Existing Facilities, involving negligible or no expansion of the existing use. This project site contains an existing commercial building that has been used for commercial activities and the application does not propose an increase in floor area or other substantial expansion of the existing or prior commercial use.

**ALTERNATIVES:**

The City Council has the following alternatives:

1. Deny the request. The City Council may uphold the Planning Commission's decision and adopt a Resolution to deny the request;
2. Approve the request, subject to conditions of approval. The City Council may overturn the Planning Commission's decision and approve the request subject to conditions of approval;
3. Remand the request back to the Planning Commission.

**FISCAL REVIEW:**

There are no fiscal impacts with this agenda item.

**LEGAL REVIEW:**

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

**PUBLIC NOTICE:**

Pursuant to Title 13, Section 13-29(d), of the Costa Mesa Municipal Code, three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

1. Mailed notice. A public notice was mailed to all property owners and occupants within a 500-foot radius of the project site. The required notice radius is measured from the external boundaries of the property. (See attached Notification Radius Map.)
2. On-site posting. A public notice was posted on each street frontage of the project site.

3. Newspaper publication. A public notice was published once in the Daily Pilot newspaper.

As of this report, three written public comments have been received and are provided as an attachment to this report. Any additional public comments received prior to the February 21, 2023 City Council meeting will be provided separately.

Notice for the Planning Commission hearing was provided in the same manner as described above. For the Planning Commission hearing, three written public comments were received (labeled PH-3) and can be found at the link below.

- Planning Commission Public Comments:  
<https://costamesa.legistar.com/View.ashx?M=E3&ID=922033&GUID=AE7C3FD6-1F4E->

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

### **CONCLUSION:**

Yellowstone Recovery occupies the suites directly above the proposed cannabis storefront and is an individual and group counseling that specializes in alcohol and substance addiction recovery. After diligent review of the record and considering testimony from the public and the applicant, the Planning Commission determined that the proposed cannabis retail storefront was not a compatible use when located on the same property and directly below the addiction recovery use. Specifically, the Planning Commission could not make the required finding that *“the proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area”*, and denied the application.

The applicant appealed the Planning Commission’s decision to deny the CUP request to the City Council. In conjunction with the appeal, the appellant also provided supplemental information showing that the counseling use’s lease expired in December 31, 2022. On January 26, 2023 via email and on February 11, 2023 via letter, JV Electronics Inc. notified Yellowstone Recovery that they are to vacate the property by April 30, 2023. As of the writing of this report, the addiction counseling use remains in operation at the site.

Since the City Council’s review of the application is “de novo”, the Council may approve, deny, or remand the application back to the Planning Commission.

**RESOLUTION NO. 2023-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, TO UPHOLD THE PLANNING COMMISSION'S DECISION AND DENY PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 (SOUTH COAST SAFE ACCESS)**

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

WHEREAS, Planning Application 22-21 was filed by Randall Longwith with Costa Mesa Access, Inc. dba South Coast Safe Access, authorized agent for the property owner, Vaccher Family Trust, requesting approval of the following:

A Conditional Use Permit to operate a storefront retail cannabis business within a 3,720-square-foot tenant space within an existing commercial building located at 2001 Harbor Boulevard, Suites 101, 102, and 103. The business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite, subject to conditions of approval and other City and State requirements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on November 28, 2022 with all persons having the opportunity to speak for and against the proposal, and the project was denied by the Planning Commission on a 4-2 vote;

WHEREAS, an appeal of the Planning Commission's denial of the project was filed on December 5, 2022;

WHEREAS, a duly noticed public hearing was held by the City Council on February 21, 2023 with all persons having the opportunity to speak for and against the appeal;

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15270(a) in that CEQA does not apply to projects which a public agency rejects or disapproves.

NOW, THEREFORE, based on evidence in the record and the findings contained in Exhibit A, the City Council hereby upholds the decision of the Planning Commission to DENY Planning Application 22-21.

**PASSED AND ADOPTED this 21<sup>st</sup> day of February, 2023.**

\_\_\_\_\_  
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. 2023-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 February 2023, 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 21<sup>st</sup> day of February 2023.

\_\_\_\_\_  
Brenda Green, City Clerk



## EXHIBIT A

### FINDINGS

- A. Pursuant to CMMC Section 13-29(g), when granting an application for a conditional use permit, the review authority shall find that the evidence presented in the administrative record substantially meets required findings. The Applicant failed to meet its' burden to demonstrate that the proposed project would comply with all of the requirements of Section 13-29(g)(2) and therefore the City Council is unable to make all of the required findings to approve the proposed use as set forth herein below:

**Finding:** *"The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area."*

**Facts in Support of Finding:** The proposed cannabis establishment would be located on the first floor of a two-story, multitenant commercial building. The business located on the same property and occupying the second floor suites directly above the proposed cannabis storefront is an individual and group counseling provider (i.e., Yellowstone Recovery) that specializes in alcohol and substance addiction recovery. After careful consideration of the evidence presented in the record the Planning Commission determined that the proposed cannabis retail storefront would not be substantially compatible with the existing onsite counseling use, which serves a clientele that is in recovery for alcohol and/or substance addiction and is located on the same site and in the second floor tenant suites directly above the proposed cannabis retail storefront. While the applicant provided a statement that Yellowstone Recovery was to leave the site by April 2023, Yellowstone Recovery is still in operation at the site and its departure cannot be guaranteed.

**Finding:** *"Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood."*

**Facts in Support of the Finding:** The proposed cannabis establishment would potentially be materially detrimental to the general welfare of the public in that the proposed cannabis retail use is not substantially compatible with the existing addiction recovery use operating on the same site and in the second floor tenant suites directly above the proposed cannabis retail storefront.

**Finding:** *"Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property."*

**Facts in Support of the Finding:** The proposed use is consistent with General Plan policies related to economic development and jobs. In addition,

the proposed cannabis retail storefront is consistent with the commercial General Plan land use designation for the site, and would not result in a density or intensity that is not in accordance with the General Plan.

**RESOLUTION NO. 2023-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, TO OVERTURN THE PLANNING COMMISSION'S DECISION AND APPROVE PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 (SOUTH COAST SAFE ACCESS)**

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

WHEREAS, Planning Application 22-21 was filed by Randall Longwith with Costa Mesa Access, Inc. dba South Coast Safe Access, authorized agent for the property owner, Vaccher Family Trust, requesting approval of the following:

A Conditional Use Permit to operate a storefront retail cannabis business within a 3,720-square-foot tenant space within an existing commercial building located at 2001 Harbor Boulevard, Suites 101, 102, and 103. The business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite, subject to conditions of approval and other City and State requirements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on November 28, 2022 with all persons having the opportunity to speak for and against the proposal, and the project was denied by the Planning Commission on a 4-2 vote;

WHEREAS, an appeal of the Planning Commission's denial of the project was filed on December 5, 2022;

WHEREAS, a duly noticed public hearing was held by the City Council on February 21, 2023 with all persons having the opportunity to speak for and against the appeal;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of CEQA per Section 15301 (Class 1), for Existing Facilities;

NOW, THEREFORE, based on evidence in the record and the findings contained in Exhibit A, and subject to the conditions of approval contained within Exhibit B, the City Council hereby overturns the decision of the Planning Commission and APPROVES Planning Application 22-21.

**PASSED AND ADOPTED this 21<sup>st</sup> day of February, 2023.**

\_\_\_\_\_  
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. 2023-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 February 2023, 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 21<sup>st</sup> day of February 2023.

\_\_\_\_\_  
Brenda Green, City Clerk

## EXHIBIT A

### **FINDINGS**

- A. Pursuant to CMMC Section 13-29(g), when granting an application for a conditional use permit, the review authority shall find that the evidence presented in the administrative record substantially meets required findings. The proposed project complies with Costa Mesa Municipal Code Section 13-29(g)(2) because:

**Finding:** *“The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.”*

#### **Facts in Support of Finding:**

The subject site is located within the C2 Zoning District (General Business District). The CMMC defines the C2 zone as “intended to provide for those uses which offer a wide range of goods and services which are generally less compatible with more sensitive land uses of a residential or institutional nature.” The subject property is located on Harbor Boulevard, one of the City’s major arterials. The General Plan states that, “The Harbor Boulevard commercial corridor accounts for almost one-third of the City’s commercial land. Businesses along the boulevard account for 40 percent of the City’s total retail sales...” Adjacent uses along the corridor include several multi-tenant commercial centers with a variety of commercial businesses (automotive, pharmacies, medical office, and other retail).

Pursuant to the CMMC, cannabis retail storefronts are conditionally permitted uses in the City’s commercial zones and are subject to extensive regulation (as specifically described in this report). These regulations are adopted to prevent land use inconsistencies with adjacent properties. Additionally, the proposed cannabis retail storefront use is not located within 1,000 feet of a K-12 school, playground, licensed child daycare, or homeless shelter, or within 600 feet of a youth center. All retail sales would take place underroof, no outdoor storage or sales are proposed nor would be allowed.

The proposed storefront would be located in the first floor suites closest to Harbor Boulevard, with hours of operation limited to 7 AM and 10 PM. The existing counseling use on the second floor is approved to serve clients between 9 AM and 9 PM, with staff onsite between 8 AM and 10 PM. While this use is inconsistent with the proposed retail cannabis use, evidence was presented to the City Council that the counseling use on site will be discontinued by the end of April 2023 due to a lack of agreement on lease terms. The electronic and warehousing uses are located in the middle and rear of the subject property, closest to Charle Street. Based on the existing and anticipated uses, no history of complaints regarding the existing operations on the site, and observations of ample parking, staff does not anticipate that the use would be materially detrimental to adjacent nonresidential uses, nearby residents, nor the existing businesses onsite,

provided that the counseling business moves to another location as the City was advised.

However, the parking lot access to Charle Street is currently developed with a vehicle gate that can restrict ingress and egress to the site from the adjacent residential street. In order to ensure that the proposed storefront does not increase traffic conditions on Charle Street, a proposed condition of approval has been included in the attached Resolution that requires that gate to be closed and locked between 6:00 PM and 8:00 AM.

The use would be conditioned to be compliant with applicable local and State laws and to minimize potential impacts to surrounding properties. Staff does not anticipate that the proposed retail cannabis use would be materially detrimental to the adjacent uses. Therefore, the retail cannabis use would be compatible with other properties within the area, and in compliance with local and State requirements.

**Finding:** *“Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.”*

**Facts in Support of the Finding:** The applicant submitted evidence that the drug and alcohol recovery counseling service located above the proposed cannabis retail storefront use will be moving offsite by the end of April 2023. In addition, the proposed cannabis retail storefront use would follow safety measures detailed in a professionally-prepared security plan. The security plan was evaluated for compliance by the City’s cannabis consultant, HdL. Measures designed to maintain safety at the site include, but are not limited to, at least one security guard would be onsite at all times and security devices shall be installed before operation. Examples of security devices include window and door alarms, motion-detectors, limited access areas, and a monitored video surveillance system covering all exterior entrances, exits, exterior loading and unloading, and all interior limited access spaces. In addition, the business employees, including part-time staff, must pass a live scan background check and obtain an identification badge from the City. The conditions of approval include, but are not limited to, the aforementioned security measures to ensure that the use would not be materially detrimental to the health, safety and general welfare of the public or be otherwise injurious to property or improvements within the immediate neighborhood.

**Finding:** *“Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.”*

**Facts in Support of the Finding:** The proposed retail use is located within an existing commercial building on a property that has a General Plan land use classification of “General Commercial.” No additional square footage is proposed and the proposed retail cannabis establishment would occupy vacant spaces within an existing multitenant commercial building that includes office, retail, and warehousing uses. The previous occupants of the subject suites were leased for other retail and office uses and, therefore, approving the CUP would not increase site intensity. As stated in the General Plan Land Use Element, the use is consistent with General Plan policies related to providing a mixture of commercial goods, services, and employment opportunities; expanding the City’s tax base; and promoting the incubation of unique and specialized businesses.

- B. The project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 for the permitting and/or minor alteration of Existing Facilities, involving negligible or no expansion of the existing use. This project site contains an existing commercial building that has been used for commercial activities and the application does not propose an increase in floor area or other expansion of the existing or prior commercial use. The project is consistent with the applicable General Plan land use designation and policies as well as with the applicable zoning designation and regulations.
- C. The project is subject to a traffic impact fee, pursuant to Chapter XII, Article 3 Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

## **EXHIBIT B**

### **CONDITIONS OF APPROVAL**

#### **General**

- Plng. 1. The use of this property as a cannabis storefront (without delivery to customers) shall comply with the approved plans and terms described in the resolution, these conditions of approval, and applicable sections of the Costa Mesa Municipal Code (CMMC). The Planning Commission may modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].
2. Approval of the planning/zoning application is valid for two years from the effective date of this approval and will expire at the end of that period unless the applicant establishes the use by one of the following actions: 1) a building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official, 2) a certificate of occupancy has been issued, or 3) the use is established and a business license has been issued. A time extension can be requested no less than 30 days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180 days subject to specific findings listed in Title 13, Section 13-29 (k) (6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority.
3. No person may engage in any cannabis business or in any cannabis activity within the City including the sale of cannabis or a cannabis product unless the person:
- a. Has a valid Cannabis Business Permit from the City;
  - b. Has paid all Cannabis Business Permit and all application fees and deposits established by resolution of the City Council, including annual Community Improvement Division inspection deposits;
  - c. Has obtained all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to operate;
  - d. Has obtained a City business license pursuant to Chapter I of the Municipal Code;
  - e. Is in compliance with all requirements of the Community Improvement Division regarding the property;
  - f. Has obtained any and all licenses required by State law and/or regulations; and
  - g. Has satisfied all CUP conditions of approval.



4. Any change in the operational characteristics of the use shall be subject to Planning Division review and may require an amendment to the Conditional Use Permit, subject to either Zoning Administrator or Planning Commission approval, depending on the nature of the proposed change.
5. No cultivation of cannabis is allowed anywhere on the premises.
6. The uses authorized by this Conditional Use Permit must be conducted in accordance with all applicable State and local laws, including, but not limited to compliance with the most current versions of the provisions of the California Code of Regulations that regulate the uses permitted hereby. Any violation thereof shall be a violation of the conditions of this permit and may be cause for revocation of this permit.
7. Except for operations allowed by this Conditional Use Permit (storefront only) and under an active Cannabis Business Permit and State Type 10 license (no delivery proposed nor approved), no permit holder or any of its employees shall sell, distribute, furnish, and/or otherwise provide any cannabis or cannabis product to any person, firm, corporation, group or any other entity, unless that person or entity is a lawful, bona fide customer, or it possesses all currently valid permits and/or licenses required by both the State of California and applicable local governmental entity to lawfully receive such cannabis and to engage in a "cannabis activity" as defined by Costa Mesa Municipal Code sec. 9-485. The permit holder shall verify that the recipient, regardless of where it is located, of any cannabis or cannabis product sold, distributed, furnished, and/or otherwise provided by or on behalf of the permit holder, possesses all required permits and/or licenses therefor.
8. The applicant, the property owner and the operator (collectively referred to as "indemnitors") shall each jointly and severally defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, legal action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of City's approval of the project, including but not limited to any proceeding under the California Environmental Quality Act. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the indemnitors' joint and several obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section.
9. If any section, division, sentence, clause, phrase or portion of this approval is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

10. The use shall operate in accordance with the approved Security Plan. Any changes to the Security Plan must be submitted to the Planning Division with a written explanation of the changes. If the Director determines that changes are substantial, a modification to the Cannabis Business Permit and/or amendment to the CUP may be required.
11. A parking management plan, including techniques described in Operational Condition of Approval No. 7, must be approved by the Director of Economic and Development Services or designee prior to any grand opening or other high volume event on the subject property.
- Bldg. 12. If the plans are submitted in 2022, development shall comply with the requirements of the following adopted codes: 2019 California Residential Code, 2019 California Building Code, 2019 California Electrical Code, 2019 California Mechanical Code, 2019 California Plumbing Code, 2019 California Green Building Standards Code and 2019 California Energy Code (or the applicable adopted, California Residential Code, California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal or permit issuance) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa. Requirements for accessibility to sites, facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the 2019 California Building Code. Costa Mesa shall begin using the 2022 California Building Code on January 1, 2023.
- CBP 13. The operator shall maintain a valid Cannabis Business Permit and a valid Business License at all times. The Cannabis Business Permit application number associated with this address is MQ-22-01. Upon issuance, the Cannabis Business Permit will be valid for a two-year period and must be renewed with the City prior to its expiration date, including the payment of permit renewal fees. No more than one Cannabis Business Permit may be issued to this property.
14. The use shall operate in accordance with the approved Business Plan. Any changes to the Business Plan must be submitted to the Planning Division with a written explanation of the changes. If the Director determines that changes are substantial, a modification to the Cannabis Business Permit and/or amendment to the CUP may be required.
15. A Cannabis Business Permit may be revoked upon a hearing by the Director of Economic and Development Services or designee pursuant to Section 9-120 of the CMMC for failing to comply with the terms of the permit, the applicable provisions of the CMMC, State law or regulation and/or any condition of any other permit issued pursuant to this code. Revocation of the Cannabis Business Permit shall trigger the City's proceedings to revoke the Conditional Use Permit and its amendments. The Conditional Use Permit granted herein shall not be construed to allow any subsequent owner/operator to continue operating under PA-22-21

until a valid new Cannabis Business Permit is received from the City of Costa Mesa.

16. A change in ownership affecting an interest of 51 or more percent, or an incremental change in ownership that will result in a change of 51 or more percent over a three year period, shall require submittal and approval of a new Cannabis Business Permit. A change in ownership that affects an interest of less than 51 percent shall require approval of a minor modification to the Cannabis Business Permit.
- State 17. The business must obtain any and all licenses required by State law and/or regulation prior to engaging in any cannabis activity at the property.
18. The applicant shall obtain State License Type 10 prior to operating. The uses authorized by this Conditional Use Permit must be conducted in accordance with all applicable State and local laws, including, but not limited to compliance with the most current versions of the provisions of the California Code of Regulations that regulate the uses permitted hereby. Any violation thereof shall be a violation of the conditions of this permit and may be cause for revocation of this permit.
19. Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City, until the State of California, or its respective department or division, reinstates or reissues the State license. Should the State of California, or any of its departments or divisions, revoke or terminate the license of a cannabis business, such revocation or termination shall also revoke or terminate the ability of a cannabis business to operate within the City. This Conditional Use Permit will expire and be of no further force and effect if any State issued license remains suspended for a period exceeding six (6) months. Documentation of three violations during routine inspections or investigations of complaints shall result in the Community Improvement Division scheduling a hearing before the Director of Development Services to consider revocation of the Cannabis Business Permit.
20. Persons under the age of twenty-one (21) years shall not be allowed on the premises of this business, except as otherwise specifically provided for by state law and CMMC Section 9-495(h)(6). It shall be unlawful and a violation of this CUP for the owner/operator to employ any person who is not at least twenty-one (21) years of age.
- PD 21. Every manager, supervisor, employee or volunteer of the cannabis business must submit fingerprints and other information specified on the Cannabis Business Permit for a background check by the Costa Mesa Police Department to verify that person's criminal history. No employee or volunteer may commence paid or unpaid work for the business until the background checks have been approved. No cannabis business or owner thereof may employ any person who has been convicted of a felony within the past 7 years, unless that felony has been dismissed, withdrawn, expunged or set aside pursuant to Penal Code sections 1203.4, 1000 or

- 1385, or who is currently on probation or parole for the sale, distribution, possession or manufacture of a controlled substance.
- CID 22. Should any employee, volunteer or other person who possesses an identification badge be terminated or cease their employment with the business, the applicant shall return such identification badge to the City of Costa Mesa Community Improvement Division within 24 hours, not including weekends and holidays.
23. The property owner and applicant shall use “Crime Prevention Through Environmental Design” techniques to reduce opportunities for crime, loitering and encampments on the property as deemed appropriate by the Community Improvement Manager and Director of Economic and Development Services.
- Finance 24. This business operator shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees and permits required under State and local law. This business operator shall cooperate with the City with respect to any reasonable request to audit the cannabis business’ books and records for the purpose of verifying compliance with the CMMC and this CUP, including but not limited to a verification of the amount of taxes required to be paid during any period.
25. The following records and recordkeeping shall be maintained/conducted:
- a. The owner/operator of this cannabis business shall maintain accurate books and records, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis, or at any time upon reasonable request of the City, the owner/operator shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid.
  - b. The owner/operator shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this condition shall be provided to the City Manager upon a reasonable request.
  - c. The owner/operator shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the retail sale process. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPPA), the owner/operator shall allow City officials to have access to the business’s books, records, accounts, together with any other data or documents relevant to its permitted cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than

twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City.

- d. The owner/operator shall have in place a point-of-sale tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by sale). The owner/operator shall ensure that such information is compatible with the City's record-keeping systems. The system must have the capability to produce historical transactional data for review by the City Manager or designees.

- Insp.
26. The City Manager or designees may enter this business at any time during the hours of operation without notice, and inspect all areas of this business as well as any recordings and records required to be maintained pursuant to Title 9, Chapter VI or under applicable provisions of State law. It is a violation of this use permit for any person having responsibility for the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection of the business or areas within and/or associated with the business. If business areas are located behind access controlled (locked) doors, these areas shall be opened/available immediately for inspection upon request. If areas of the business are not available to the City Manager or designees for inspection upon immediate request, the Cannabis Business Permit (CBP) shall be subject to revocation pursuant to Costa Mesa Municipal Code section 9-120.
  27. Inspections of this cannabis business by the City will be conducted, at a minimum, on a quarterly basis. The applicant will pay for the inspections according to the adopted Fee Schedule.
  28. Quarterly Fire & Life Safety Inspections will be conducted by the Community Risk Reduction Division to verify compliance with the approved operation. The applicant will pay for the inspection according to the Additional Required Inspections as adopted in the Fee Schedule.
  29. Annual Fire & Life Safety Inspections will be conducted by the Fire Station Crew for emergency response pre-planning and site access familiarization. The applicant will pay for the inspection according to the adopted Fee Schedule.
  30. Pursuant to Title 9, Chapter VI, it is unlawful for any person having responsibility for the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this chapter or under State or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under State or local law.

### **Prior to Issuance of Building Permits**

1. Plans shall be prepared, stamped and signed by a California licensed Architect or Engineer.
2. The conditions of approval and ordinance or code provisions of Planning Application 22-21 shall be blueprinted on the face of the site plan as part of the plan check submittal package.
3. Prior to the Building Division issuing a demolition permit, the applicant shall contact the South Coast Air Quality Management District (AQMD) located at:  
21865 Copley Dr.  
Diamond Bar, CA 91765-4178  
Tel: 909- 396-2000  
Or visit its website:  
<http://www.costamesaca.gov/modules/showdocument.aspx?documentid=23381>. The Building Division will not issue a demolition permit until an Identification Number is provided by AQMD.
4. Odor control devices and techniques shall be incorporated to ensure that odors from cannabis are not detected outside the property, anywhere on adjacent property or public right-of-way. Building and mechanical permits must be obtained from the Building Division prior to work commencing on any part of the odor control system.
5. Plan check submittal shall include air quality/odor control device specification sheets. Plan check submittal shall also include a bicycle rack, parking lot resealing and restriping, and a landscape plan that complies with CMMC requirements (and replaces the lawns along Harbor Boulevard and tree well ground cover with low water use plants). The minimum container size for proposed plants is 5 gallons and the minimum container size for any new trees is a 24-inch box.
6. No signage shall be installed until the owner/operator or its designated contractor has obtained permits required from the City. Business identification signage shall be limited to that needed for identification only. Business identification signage shall not include any references to cannabis, whether in words or symbols. All signs shall comply with the CMMC.
7. The plans and business operator shall comply with the requirements of the 2019 California Fire Code, including the 2019 Intervening Update and referenced standards as amended by the City of Costa Mesa.
8. The Traffic Impact Fee as calculated by the Transportation Services Division shall be paid in full.
9. The applicant shall submit a lighting plan to the Planning Division for review and approval. The lighting plan shall show locations of all security lighting. As determined by the Director of Economic and Development Services or their designee, a photometric study may be required to demonstrate compliance with the following: (a) lighting levels on the property including the parking lot shall be adequate for safety and security

purposes (generally, at least 1.0 foot candle), (b) lighting design and layout shall minimize light spill at the adjacent residential property line and at other light-sensitive uses (generally, no more than 0.5-footcandle at the property line), and (c) glare shields may be required to prevent light spill.

10. Two (2) sets of detailed landscape and irrigation plans, which meet the requirements set forth in Costa Mesa Municipal Code Sections 13-101 through 13-108, shall be required as part of the project plan check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.

#### **Prior to Issuance of a Certificate of Use/Occupancy**

1. The operator, contractors, and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final occupancy and utility releases will not be granted until all such licenses have been obtained.

#### **Prior to Issuance of Cannabis Business Permit**

1. The applicant shall contact the Planning Division for a facility inspection and provide a matrix (table) of conditions of approval explaining how each was met prior to issuance of a Cannabis Business Permit.
2. The applicant shall pay the public notice fee (\$1 per notice post card) and the newspaper ad publishing cost.
3. The final Security Plan shall be consistent with the approved building plans.
4. Each entrance to the business shall be visibly posted with a clear and legible notice stating the following:
  - a. That smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited;
  - b. That no person under the age of twenty-one (21) years of age is permitted to enter upon the premises;
  - c. That loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises is prohibited; and
  - d. The premise is a licensed cannabis operation approved by the City of Costa Mesa. The City may also issue a window/door sticker, which shall be visibly posted.
5. The applicant, property owner and/or the operator shall obtain and maintain at all times during the term of the permit comprehensive general liability insurance protecting the permittee in an amount of not less than two million dollars (\$2,000,000.00) per occurrence, combined single limit, including bodily injury and property damage and not less than two million dollars (\$2,000,000.00) aggregate for each personal injury liability, products-completed operations and each accident, issued by an insurance provider admitted and authorized to do business in California and shall be rated at least A-:viii in A.M. Best & Company's Insurance Guide. Such policies of insurance shall be endorsed to the name the City of Costa Mesa as an

additional insured. Proof of said insurance must be provided to the Planning Division before the business commences operations. Any changes to the insurance policy must be submitted to the Planning Division within 10 days of the date the change is effective.

6. The applicant shall submit an executed Retail Cannabis Business Permit Defense and Indemnity Agreement on a form to be provided by the City.
7. The applicant shall post signs within the parking lot directing customers, employees and vendors to use consideration when entering their vehicles and leaving the parking lot. The language of the parking lot signs shall be reviewed and approved by the Planning Division prior to installation.

### **Operational Conditions**

1. No product deliveries to the facility shall occur after 10:00 PM and before 7:00 AM.
2. Onsite sales shall be limited to the hours between 7:00 AM and 10:00 PM.
3. At least one security guard shall be onsite at all times.
4. The operator shall maintain free of litter all areas of the property under which applicant has control.
5. The use shall be conducted, at all times, in a manner that will allow the quiet enjoyment of the surrounding neighborhood. The operator shall institute appropriate security and operational measures as necessary to comply with this requirement.
6. If parking shortages or other parking-related problems develop, the business owner or operator will be required to institute appropriate operational measures necessary to minimize or eliminate the problem in a manner deemed appropriate by the Director of Economic and Development Services or designee. Temporary or permanent parking management strategies include, but are not limited to, employee shuttle service from an approved location with excess parking, reducing operating hours of the business, hiring an employee trained in traffic control to monitor parking lot use and assist with customer parking lot circulation, encouraging customers to take advantage of online ordering for a faster pick-up, limiting the number of employees that park onsite, incentivizing employee carpooling/cycling/walking and obtaining approval of offsite parking.
7. During their work shift, employees shall not park on residential streets or within residential neighborhoods.
8. The vehicle gate adjacent to Charle Street shall remain closed and locked between the hours of 6:00 PM and 8:00 AM. KnoxBox access shall be provided to the Costa Mesa Fire Department and Costa Mesa Police Department.
9. All employees must wear an identification badge while on the premises of the business and/or performing deliveries, in a format prescribed by the City Manager or designee. When on the premises, badges must be clearly



visible and worn on outermost clothing and above the waist in a visible location.

10. Vendor supply vehicle loading and unloading shall only take place within direct unobstructed view of surveillance cameras, located in close proximity to the limited access door, as generally described in the staff report and as shown on an exhibit approved by the Director of Economic and Development Services or designee. No loading and unloading of cannabis products into or from the vehicles shall take place outside of camera view. The security guard shall monitor all on-site vendor unloading. Video surveillance cameras shall be installed on the exterior of the building with direct views of doors. Any modifications or additional vehicle unloading areas shall be submitted to the Director of Economic and Development Services or designee for approval.
11. The sale, dispensing, or consumption of alcoholic beverages on or about the premises is prohibited.
12. No outdoor storage or display of cannabis or cannabis products is permitted at any time.
13. Cannabis shall not be consumed on the property at any time, in any form.
14. The owner/operator shall prohibit loitering on and within fifty (50) feet of the property.
15. No cannabis or cannabis products, or graphics depicting cannabis or cannabis products, shall be visible from the exterior of the property, or on any of the vehicles owned or used as part of the cannabis business.
16. The owner or operator shall maintain air quality/odor control devices by replacing filters on a regular basis, as specified in the manufacturer specifications.
17. If cannabis odor is detected outside the building, the business owner or operator shall institute corrective measures necessary to minimize or eliminate the problem in a manner deemed appropriate by the Director of Economic and Development Services.
18. Cannabis liquid or solid waste must be made unusable and unrecognizable prior to leaving a secured storage area and shall be disposed of at facility approved to receive such waste.
19. Each transaction involving the exchange of cannabis goods between the business and consumer shall include the following information: (1) Date and time of transaction; (2) Name and employee number/identification of the employee who processed the sale; (3) List of all cannabis goods purchased including quantity; and (4) Total transaction amount paid.



## City of Costa Mesa

RECEIVED  
COSTA MESA 2022 11:27

BY: BG

☒ Appeal of Planning Commission Decision:

\$1,220.00 (Tier 1)<sup>1</sup>

\$3,825.00 (Tier 2)<sup>2</sup>

☐ Appeal of Non-Planning Commission Decision:

\$690.00 (Tier 1)<sup>1</sup>

\$3,825.00 (Tier 2)<sup>2</sup>

### APPLICATION FOR APPEAL OR REVIEW

Applicant Name\* Access Costa Mesa dba South Coast Safe Access  
 Address 2001 Harbor Boulevard, Suites 101-103, Costa Mesa, CA 92627  
 Phone (714) 686-5001

REQUEST FOR: ☒ APPEAL ☐ REVIEW\*\*

Decision of which appeal or review is requested: (give application number, if applicable, and the date of the decision, if known.)

**Decision by Planning Commission to deny Planning Application 22-21 for a Conditional Use Permit for the establishment of a cannabis retail storefront in the C2 (General Business District) zone located at 2001 Harbor Boulevard, Suites 101-103, Costa Mesa, CA 92627.**

Decision by: Planning Commission

Reasons for requesting appeal or review:

**See attached correspondence from our legal representative.**

Date: December 5, 2022

Signature: David Dewyke

\*If you are serving as the agent for another person, please identify the person you represent and provide proof of authorization.

\*\*Review may be requested only by Planning Commission, Planning Commission Member, City Council, or City Council Member

**For office use only – do not write below this line**

**SCHEDULED FOR THE CITY COUNCIL/PLANNING COMMISSION MEETING OF:**

If appeal or review is for a person or body other than City Council/Planning Commission, date of hearing of appeal or review:

Updated August 2018

<sup>1</sup> Includes owners and/or occupants of a property located within 500 feet of project site (excluding owners and/or occupants of the project site).

<sup>2</sup> Includes the project applicant, owners and/or occupants of the project site, and owners and/or occupants of a property located greater than 500 feet from the project site.

December 5, 2022

**VIA MESSENGER**

Hon. Jon Stevens  
and members of the City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Re: Appeal of Planning Commission denial of Planning Application 22-21 for a Conditional Use Permit for the establishment of a cannabis retail storefront in the C2 zone located at 20001 Harbor Blvd., Ste 101-103

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Dear Mayor Stevens and members of the Council:

This office has been retained to represent Access Costa Mesa, dba South Coast Safe Access, in connection with the appeal noted above. This letter is intended to supplement their appeal application, and outlines the various reasons the Planning Commission's decision violates the law and must be overturned. A more detailed explanation of the issues outlined below will be provided once a hearing has been set for our client's appeal. There are a plethora of reasons the Planning Commission's appeal must be overturned, but perhaps most important is the fact the only basis for the decision was the existence of a counseling business known as "Yellowstone" in the same building as our client's proposed store. The Planning Commission relied on this "fact" to support various arguments which all violate the law. Even more important, **Yellowstone's lease expires on December 31, 2022!** Hence, without regard to the fact the Commission's reliance on the Yellowstone lease violates the law, the fact Yellowstone's lease will expire before our client's operations begin, (and Yellowstone has been advised they will not be permitted to remain as a holdover tenant) means there is no factual basis whatsoever for the Planning Commission's (unlawful) decision.

On November 28, 2022, the Planning Commission, in a split 4-2 vote, denied Planning Application 22-21 ("PA-22-21") for a Conditional Use Permit for the establishment of a retail cannabis storefront business located at 2001 Harbor Boulevard, Suites 101-103 in the C2 (General Business District) zone. The property is owned by Vaccher Family Trust ("Property Owner"). The applicant, Access Costa Mesa dba South Coast Safe Access ("Applicant" or "Safe Access") appeals this denial on the grounds that it stems from an incorrect application of the Costa Mesa Municipal Code ("CMMC"), is not supported by substantial evidence, is arbitrary and capricious, and finally, is in violation of a settlement agreement between the City, the Property Owner, and the Applicant.

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By way of brief background, the Applicant worked extensively with City Staff prior to filing its application (PA-22-21), in order to ensure all CMMC requirements were met, including but not limited to the Pre-Application Determination. For the reasons detailed in the November 28, 2022 Planning Commission Agenda Report for Item Number PH-3, City Staff recommended approval of PA-22-21. (Agenda Report, pg. 1.) That recommendation was supported by substantial evidence and consistent with other approvals of the Planning Commission for similar cannabis related applications, including cannabis retail storefronts which are located in the immediate vicinity of other counseling uses, and/or adjacent to sober living homes.

As detailed in the Agenda Report, the requested entitlement (PA-22-21) is in conformance with City standards and regulations established and/or implemented by the Planning Division, Building Division, Public Works Department (including Transportation and Engineering Divisions), Fire Department, and Police Department. (Agenda Report, pg. 6.) Significantly, the proposed operation contemplated by PA-22-21 also meets the separation requirements set forth in Measure Q, which are codified in CMMC section 13-200.93(e), in that it is located more than 1000 feet from a K-12 school, playground, licensed child daycare, and homeless shelter, and more 600 feet from a youth center. (Agenda Report, pg. 7.)

There is no dispute that a counseling business (Yellowstone) is currently operating on the second story of the building in which the Applicant is proposing to operate. Staff did not make an issue of this, and our client did not focus on it in its application or presentation before the Planning Commission, because counseling are not a use for which a separation or buffer is required. Indeed, to even consider Yellowstone or similar businesses as a sensitive use subject to a buffer would require a vote to change the requirements of Measure Q. Equally important are the facts that (1) **Yellowstone's lease expires in less than 30 days**, and before our client's operations will begin, and (2) Yellowstone did not object to the proposed operation and has confirmed that at least two other dispensaries exist within 1000 feet, which, to date, have not impacted their operations or their clientele.

### **COMMISSIONER STATEMENTS ON DENIAL**

In denying PA-22-21, three Planning Commissioners stated that they could not make the findings required by CMMC 13-29(g). Importantly, however, in attempting to express the factual basis for denial, three Planning Commissioners made conclusory statements that were unsupported by the facts, substituted their personal opinions for the objective requirements of the CMMC (and Measure Q), and arbitrarily and capriciously added requirements to the application process.

Specifically, Planning Commissioner Vivar provided three grounds upon which to support his vote to deny the application: (1) the Applicant allegedly did not engage in adequate public outreach because the Applicant did not personally approach staff at Yellowstone to discuss the proposed project (even though staff was notified via mail, and did not attend the open house held by the Applicant); (2) the Applicant's open house was also allegedly inadequate public outreach

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because to it was held on Monday night; and finally, (3) the public outreach was insufficient because mailers were not provided in both the English and Spanish languages.

Similarly, Planning Commissioner Erath stated only that he believed the proposed operation was not substantially compatible with the surrounding uses and could potentially be materially detrimental to the surrounding businesses and neighborhood. Commissioner Erath failed to cite or otherwise provide any specific factual basis to support his conclusion, and it appears as though no such facts exist in the record (and indeed, contrary facts supporting compatibility are detailed in the Agenda Report).

Finally, Planning Commission Chair de Arakal focused on substantial compatibility and material detriment. He noted that the Planning Commission made a finding of substantial compatibility for another cannabis retail storefront that was similarly situated in terms of nearby residential properties. He also acknowledged that separation requirements for sensitive uses do not include any type of counseling (including substance abuse counseling) even though he personally believed that counseling services should be considered a sensitive receptor. The Chair stated his “hope” was that this instant appeal would lead the City Council to revisit the regulations for the relevant ordinance (ignoring it is the result of a voter measure) because he thinks they are “totally inadequate.”

While all of the observations of the aforementioned Commissioners might present options for the City Council to consider in adopting future cannabis regulations (and/or amendments), none of items the Commissioners based their decision to deny upon are currently codified in, or otherwise required by Measure Q, the CMMC, or any of the City’s implementing regulations. More specifically, there is no requirement for personal notice to the counseling center, or any other neighboring property. Similarly, there is no requirement to hold an open house, or that the open house be held on a certain day or certain time of the week. There is also no requirement that the written notices be provided to neighboring properties in both the English and Spanish languages. And, finally, there is no requirement that a dispensary must be located a certain distance away from counseling services. Indeed, the cannabis subcommittee created by the City Council considered some similar regulations and specifically rejected them (for instance, adding similar uses, such sober living homes, to the list of sensitive receptors). For the Planning Commission to attempt to impose new personal notice, open house, translation, and/or sensitive receptor requirements at the end of what has been a lengthy, costly application process and after the conclusion of the public hearing is the definition of arbitrary and capricious, and represents nothing more than the Commission improperly substituting its own personal opinions for the desires of the voters and the lawfully established requirements of the CMMC.

Importantly, Planning Commissioner Toler correctly attempted to “re-direct” the Commission’s discussion by pointing out that it must identify specific facts supporting a denial. He further noted that there is nothing about the proposed operation that differentiates it from all the other cannabis retail storefronts that the Planning Commission already approved, and that many

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December 5, 2022  
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of the statements by his fellow Commissioners were based on oft-repeated misconceptions, rather than “real problems.” Commissioner Toler’s efforts unfortunately fell on deaf ears.

In sum, the Planning Commission’s denial of the proposed project was not based on the rules and regulations that currently exist in the City’s Municipal Code – it was based on what the Commissioners hoped those regulations might say at some unknown future date. In so doing, the Commissioners improperly inserted their own personal opinions and desires for the rules that had been lawfully vetted and approved by the Council, and the voters who, notably, approved Measure Q without the expansive public notice requirements “established” by Commissioner Vivar, or the additional sensitive receptor “established by Commissioners Ereth and de Arakal. **And finally, the basis for all of the ill-conceived concerns, the Yellowstone lease, is factually insupportable, in as much as its lease will expire in less than 30 days.**

#### **SETTLEMENT AGREEMENT**

On or about December 8, 2021, the City, the Property Owner, and the Applicant entered into a Settlement Agreement and Release (“Agreement”). As relevant to PA-22-21, the Agreement provides that the City agrees to “make good faith efforts to expeditiously process the CUP application and schedule a hearing thereon in a manner consistent with the other Phase 1 CUP storefront retail applications whose pre-applications were deemed complete on or about September 10, 2021.”

As detailed above, and as explicitly stated by Commissioner Toler, PA-22-21 was not processed in good faith in a manner consistent with other Phase 1 CUP storefront retail applications. Instead, the Planning Commission denied PA-22-21 based solely on personal opinion, biases, and flagrant disregard of the standards set forth in Measure Q and the CMMC. As even Chair de Arakal expressly acknowledged, substantial compatibility findings have routinely been made by the Planning Commission for similarly situated storefront retail applications. However, rather than treat this application like the others that had come before him, the Chair decided to deny the application in the hope that an appeal would persuade the City Council to revisit the requirements for application approval. This is subversion of the CUP application process, and flagrant disregard for the rules set forth in Measure Q and the CMCC is a violation of the terms of the Agreement because the action of the Planning Commission was not a good faith effort to expeditiously process the CUP application.

As a result of the Agreement, the unlawful denial of the Application by the Planning Commission, if not rectified by the Council, not only subjects the City to a writ action to overturn the decision but also subjects it to an action for breach of contract, and all remedies (including damages and attorney fees) associated therewith.



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**CONCLUSION**

As outlined above, the applicant appeals the denial of PA-22-21 as it is an incorrect application of the Costa Mesa Municipal Code ("CMMC"), not supported by substantial evidence, arbitrary and capricious, and results in a violation of the Agreement between the City, the Property Owner, and the Applicant.

Respectfully submitted,

RUTAN & TUCKER, LLP

A. Patrick Muñoz

APM

cc: Client

# Applicant Supplemental Information



February 6, 2023

**VIA E-MAIL**

Mayor John Stephens and  
Members of the City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

john.stephens@costamesaca.gov  
andrea.marr@costamesaca.gov  
manuel.chavez@costamesaca.gov  
loren.gameros@costamesaca.gov  
jeffrey.harlan@costamesaca.gov  
don.harper@costamesaca.gov  
arlis.reynolds@costamesaca.gov  
cityclerk@costamesaca.gov

Re: Meeting on February 21, 2023  
Denial of Planning Application 22-21 for a Conditional Use Permit (CUP)  
Appeal Hearing for Access Costa Mesa dba South Coast Safe Access

Dear Honorable Mayor and Councilmembers:

This office represents the applicant, Access Costa Mesa dba South Coast Safe Access (“Safe Access” or “Applicant”), who applied for a Conditional Use Permit (“CUP”) for the establishment of a retail cannabis storefront business located at 2001 Harbor Boulevard, Suites 101-103, in the C-2 (General Business District) zone. The property is owned by Vaccher Family Trust (“Property Owner”). This letter is being submitted in support of Safe Access’s appeal of the Costa Mesa Planning Commission’s denial of Application 22-21 (“PA-22-21”) for a CUP, which we believe (however, have yet to confirm) will be on the City Council’s February 21, 2023, agenda.

In sum, as demonstrated below, the Planning Commission’s denial stems from an incorrect application of the Costa Mesa Municipal Code (“CMMC”), is not supported by substantial evidence, is arbitrary and capricious, and finally, is in violation of a settlement agreement between the City, the Property Owner, and Safe Access. For those reasons, Safe Access respectfully requests that the City Council overturn the Planning Commission’s denial of Safe Access’s CUP Application 22-21 – before it is forced to waste tens of thousands of dollars defending a needless lawsuit that will no doubt result in the exact same outcome – reversal of the Planning Commission’s decision to deny the CUP application.

**I. BACKGROUND**

By way of brief background, the Applicant worked extensively with City Staff prior to filing its Conditional Use Permit (“CUP”) application, in order to ensure all CMMC requirements were met, including but not limited to the Pre-Application Determination. For the reasons detailed in the November 28, 2022, Planning Commission Agenda Report for Item Number PH-3, City Staff recommended approval of PA-22-21. (Agenda Report, pg. 1.) That recommendation was supported by substantial evidence and consistent with other approvals of the Planning Commission

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for similar cannabis-related applications, including cannabis retail storefronts which are located in the immediate vicinity of counseling uses, and/or adjacent to sober living homes.

As detailed in the Agenda Report, the requested entitlement (PA-22-21) is in conformance with City standards and regulations established and/or implemented by the Planning Division, Building Division, Public Works Department (including Transportation and Engineering Divisions), Fire Department, and Police Department. (Agenda Report, pg. 6.) Significantly, the proposed operation contemplated by PA-22-21 also meets the separation requirements set forth in Measure Q, which are codified in CMMC section 13-200.93(e), in that it is located more than 1,000 feet from a K-12 school, playground, licensed child daycare, and homeless shelter, and more than 600 feet from a youth center. (Agenda Report, pg. 7.)

Based on this factual background, City Staff made a recommendation of approval of PA-22-21 to the Planning Commission. Despite these pre-application efforts, and against the recommendation of City Staff, the Planning Commission, in a split 4-2 vote, denied PA-22-21, ***without any written findings*** in support of the denial.<sup>1</sup> The ***only*** apparent basis for the denial was the existence of a counseling business known as “Yellowstone” in the same building as Safe Access’s proposed store. The Planning Commission relied on this “fact” to support various arguments which all violate the law. Even more important, ***Yellowstone’s lease was set to expire, and in fact did expire, on December 31, 2022.***

## **II. COMMISSIONER’S STATEMENTS ON DENIAL**

In denying PA-22-21, three Planning Commissioners stated that they could not make the findings required by CMMC 13-29(g). Importantly, however, in attempting to express the factual basis for denial, three Planning Commissioners made conclusory statements that were unsupported by the facts, substituted their personal opinions for the objective requirements of the CMMC (and Measure Q), and arbitrarily and capriciously added requirements to the application process.

Specifically, Planning Commissioner Vivar provided three grounds upon which to support his vote to deny the application: (1) the Applicant allegedly did not engage in adequate public

---

<sup>1</sup> We note several failures to follow the requirements of its own Municipal Code have occurred by the City in connection with the denial and appeal, raising serious procedural due process concerns which our Client will be forced to address should the Planning Commission’s denial not be overturned. (*Woody’s Group Inc., v. City of Newport Beach* (2015) 233 Cal.App.4th 1012, 1028; citing, *Buttram v. Owens-Corning Fiberglas Corp.* (1997) 16 Cal.4th 520, 532 [noting, in context of prospectivity issue, that the unfairness of changing “ ‘the rules of the game’ in the middle of a contest” is a commonsense notion]; *Evangelatos v. Superior Court* (1988) 44 Cal.3d 1188, 1194 [same]; *Rope v. Auto-Chlor System of Washington, Inc.* (2013) 220 Cal.App.4th 635, 648 [refusing to apply law to ‘conduct preceding its effective date’ because that would be ‘tantamount to an unfair change in “the rules of the game” ’ in the midst of a contest]).

Mayor John Stephens and  
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outreach because the Applicant did not personally approach staff at Yellowstone to discuss the proposed project (even though Yellowstone's staff was notified via mail, and did not attend the open house held by the Applicant); (2) the Applicant's open house was also allegedly inadequate public outreach because it was held on Monday night (yet no requirements exist that were not followed); and finally, (3) the public outreach was insufficient because mailers were not provided in both the English and Spanish languages (again, despite the fact this violates no City requirements.)

Similarly, Planning Commissioner Erath stated only that he believed the proposed operation was not substantially compatible with the surrounding uses and could potentially be materially detrimental to the surrounding businesses and neighborhood. Commissioner Erath failed to cite or otherwise provide any specific factual basis to support his conclusion, and it appears as though no such facts exist in the record (and indeed, contrary facts supporting compatibility are detailed in the Agenda Report).

Finally, Planning Commission Chair de Arakal focused on substantial compatibility and material detriment. He noted that the Planning Commission made a finding of substantial compatibility for another cannabis retail storefront that was similarly situated in terms of nearby residential properties. He also acknowledged that separation requirements for sensitive uses do not include any type of counseling (including substance abuse counseling) even though he personally believed that counseling services should be considered a sensitive receptor. The Chair stated his "hope" was that this instant appeal would lead the City Council to revisit the regulations for the relevant ordinance (ignoring it is the result of a voter measure) because he thinks they are "totally inadequate."

### **III. THE PLANNING COMMISSION'S DENIAL OF THE CONDITIONAL USE PERMIT IS NOT SUPPORTED BY THE EVIDENCE**

Under the CMMC, the Planning Commission is tasked with reviewing, and ultimately approving or denying applications for conditional use permits (CMMC § 13-10(i)(2)(c)). The findings required by CMMC section 13-29(g)(2) for Planning Commission approval of a conditional use permit are as follows:

- a. The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.
- b. Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.

Mayor John Stephens and  
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c. Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.

Furthermore, when the Planning Commission decides to deny an application, the CMMC requires that the applicant be notified of the circumstances of denial.<sup>2</sup> (CMMC § 13-29(h)(1)). Notice of the Planning Commission’s decision shall be given within five (5) days to the City Council and to any affected party requesting the notice. (CMMC § 13-29(i)(2).)

Under well-established California law, when purporting to deny a discretionary entitlement, such as a CUP in this case, the City must make findings that are supported by “substantial evidence” in the record before the City. (*Breakzone Billiards v. City of Torrance* (2000) 81 Cal.App.4th 1205, 1244; *SP Star Enterprises, Inc. v. City of Los Angeles* (2009) 173 Cal. App. 4th 459, 469.) Evidence is considered “substantial” where it is of “ponderable legal significance,” and “reasonable in nature, credible, and of solid value.” (*Howard v. Owens Corning* (1999) 72 Cal.App.4th 621, 631; *Desmond v. County of Contra Costa* (1993) 21 Cal.App.4th 330, 335.) “Inferences may constitute substantial evidence, but they must be the product of logic and reason. Speculation or conjecture alone is not substantial evidence.” (*Roddenberry v. Roddenberry* (1996) 44 Cal.App.4th 634, 651.) Lastly, where the court determines that an agency’s decision is not supported by substantial evidence, the court may reverse the agency’s determination. (*Breakzone Billiards, supra*, 81 Cal.App.4th at 1244 .)

In this case, the Planning Commission denied the PA-22-21 for a CUP ***without any written findings***. Without written findings or any notification as to the circumstances of the denial (as required by the CMMC), the Applicant – as well as the City Council on appeal, and the court if and when litigation is commenced – is left to only infer the bases of the denial. The only possible (albeit, speculative) bases for denial are the individual comments by the three Planning Commissioners, each of which consisted of: (a) conclusory statements that were unsupported by the facts; (b) personal opinions rather than an application of the objective requirements of the CMMC (and Measure Q); and (c) the arbitrary and capricious addition of requirements to the application process, as detailed above.

While all of the observations of the aforementioned Commissioners might present options for the City Council to consider in adopting future cannabis regulations (and/or amendments), ***none*** of the items the Commissioners based their decision to deny upon are currently codified in, or otherwise required by Measure Q, the CMMC, or any of the City’s implementing regulations. More specifically, there is no requirement for personal notice to the counseling center, or any other neighboring property. Similarly, there is no requirement to hold an open house, or that the open house be held on a certain day or certain time of the week. There is also no requirement that the

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<sup>2</sup> The City’s failure to comply with this requirement is yet another example of a procedural due process violation impacting our client’s rights.

Mayor John Stephens and  
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written notices be provided to neighboring properties in both the English and Spanish languages. And, finally, there is no requirement that a dispensary must be located a certain distance away from counseling services. Indeed, the cannabis subcommittee created by the City Council considered some similar regulations and specifically rejected them (for instance, adding similar uses, such as sober living homes, to the list of sensitive receptors). For the Planning Commission to attempt to impose new personal notice, open house, translation, and/or sensitive receptor requirements at the end of what has been a lengthy, costly application process and after the conclusion of the public hearing is the definition of arbitrary and capricious, and represents nothing more than the Planning Commission improperly substituting its own personal opinions for the desires of the voters and the lawfully established requirements of the CMMC. “Needless to say, changing the rules in the middle of the game does not accord with fundamentally fair process.” (*Woody’s Group Inc. v. City of Newport Beach* (2015) 233 Cal.App.4th 1012, 1028; citing, *Buttram v. Owens-Corning Fiberglas Corp.* (1997) 16 Cal.4th 520, 532 [noting, in context of prospectively issue, that the unfairness of changing “ ‘the rules of the game’ in the middle of a contest” is a commonsense notion].) As such, these surmised bases for denial fail.

Importantly, Planning Commissioner Toler correctly attempted to “re-direct” the Planning Commission’s discussion by pointing out that it must identify specific facts supporting a denial. He further noted that there is nothing about the Applicant’s proposed operation that differentiates it from all the other cannabis retail storefronts that the Planning Commission already approved, and that many of the statements by his fellow Planning Commissioners were based on oft-repeated misconceptions, rather than “real problems.” Commissioner Toler’s efforts unfortunately fell on deaf ears.

In sum, the Planning Commission’s denial of the CUP was not based on the rules and regulations that currently exist in the City’s Municipal Code – it was based on what the Commissioners hoped those regulations might say at some unknown future date. In so doing, the Commissioners improperly inserted their own personal opinions and desires for the rules that had been lawfully vetted and approved by the Council, and the voters who, notably, approved Measure Q without the expansive public notice requirements “established” by Commissioner Vivar, or the additional sensitive receptor “established” by Commissioners Ereth and de Arakal. ***And finally, the basis for all of the ill-conceived concerns, the Yellowstone counseling business, is factually insupportable, in as much as its lease has expired.***

#### **IV. A SETTLEMENT AGREEMENT REQUIRES GOOD FAITH EFFORTS TO EXPEDITIOUSLY PROCESS THE CUP APPLICATION**

On or about December 8, 2021, the City, the Property Owner, and the Applicant entered into a Settlement Agreement and Release (“Agreement”). As relevant to PA-22-21, the Agreement provides that the City agrees to “make good faith efforts to expeditiously process the CUP application and schedule a hearing thereon in a manner consistent with the other Phase 1 CUP

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storefront retail applications whose pre-applications were deemed complete on or about September 10, 2021.”

As detailed above, and as explicitly stated by Commissioner Toler, PA-22-21 was not processed in good faith in a manner consistent with other Phase 1 CUP storefront retail applications. Instead, the Planning Commission denied PA-22-21 based solely on personal opinion, biases, and flagrant disregard of the standards set forth in Measure Q and the CMMC. As even Chair de Arakal expressly acknowledged, substantial compatibility findings have routinely been made by the Planning Commission for similarly situated storefront retail applications. However, rather than treat this application like the others that had come before him, the Chair decided to deny the application in the hope that an appeal would persuade the City Council to revisit the requirements for application approval. This is subversion of the CUP application process, and flagrant disregard for the rules set forth in Measure Q and the CMCC is a violation of the terms of the Agreement because the action of the Planning Commission was not a good faith effort to expeditiously process the CUP application.

As a result of the Agreement, the unlawful denial of the PA-22-21 by the Planning Commission, if not rectified by the City Council, not only subjects the City to a writ action to overturn the decision, but also subjects it to an action for breach of contract, and all remedies (including damages and attorneys’ fees) associated therewith.

**V. THE CITY’S FAILURE TO FOLLOWS ITS MUNICIPAL CODE VIOLATES THE APPLICANT’S DUE PROCESS RIGHTS**

Safe Access’s Application for Appeal, along with the associated appeal fees, were timely filed on December 5, 2022. The CMMC which governs appeals of Planning Commission determinations on CUP applications, provides in no uncertain terms that such appeals “. . . ***shall*** be considered at the first regular meeting which follows receipt of the application by ten (10) or more days, and which allows sufficient time for the giving of notice as required by section 2-308.” (CMMC § 2-303(2); see also, § 2-311 [“The procedures set forth in this chapter are the exclusive methods by which appeals and reviews may be pursued and none of the steps set forth herein may be waived or omitted.”]; CMMC § 13-29(j) [appeal procedures in Title 2, Chapter IX govern CUP appeals]; *Woody’s Group Inc., supra*, 233 Cal.App.4th at 1025 [interpreting the term “shall” in the appeal procedures in the City’s Municipal Code to mean “suggesting [the reviewing body] has no choice in the matter.”].)

Despite the clear language set forth in the CMMC regarding the timing of an appeal hearing (*i.e.*, the next regular meeting agenda more than 10 days after the appeal is filed), the appeal of Safe Access has yet to be formally scheduled, let alone *heard* by the City Council. Indeed, pursuant to this provision, Safe Access’s appeal should have been heard by the City Council on the December 20, 2022 agenda. Yet, it was not. It likewise could have been heard on January 17, 2023. Yet, again, it was not. It likewise was not noticed timely so as to enable it to be placed on



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the February 7, 2022, City Council meeting agenda. Most recently, after a strongly worded letter from our firm, City Staff has advised our Client that Safe Access's appeal will be heard by the City Council on its February 21<sup>st</sup> agenda. While we and our Client appreciate this, we cannot help but note that nothing "official" has yet to occur to confirm the appeal will in fact be heard that date.

The City's failure to follow its own Municipal Code is, and continues to, amount to a violation of Safe Access's procedural due process rights. Indeed, when combined with the legally indefensible basis for denial of its CUP by the Planning Commission, it may already be too late for the City to avoid a determination by a court that Safe Access's CUP is deemed approved.

\* \* \*

In light of the foregoing, it is clear that the Planning Commission did not, and the City cannot, make the requisite factual findings to deny PA-22-21. Likewise, it is clear that there is no substantial evidence that supports the statements made by three Planning Commissioners that form the bases of their vote to deny PA-22-21. Instead, the evidence provided by City Staff clearly shows that the PA-22-21 for a CUP should be approved.

Accordingly, the Applicant respectfully requests that the City Council overturn the Planning Commission's denial of the PA-22-21, and approve the CUP.

RUTAN & TUCKER, LLP



A. Patrick Muñoz

APM:mrs

cc: Brenda Green, City Clerk ([brenda.green@costamesaca.gov](mailto:brenda.green@costamesaca.gov))  
Lori Ann Farrell Harrison, City Manager ([loriann.farrellharrison@costamesaca.gov](mailto:loriann.farrellharrison@costamesaca.gov))  
Kimberly Hall Barlow, Esq. ([khh@jones-mayer.com](mailto:khh@jones-mayer.com))  
Jennifer Le, Director of Economic and  
Development Services ([JenniferLe@costamesaca.gov](mailto:JenniferLe@costamesaca.gov))  
Client



# SCSA

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## SOUTH COAST SAFE ACCESS

949-474-7272

Email: [info@southcoastsafeaccess.com](mailto:info@southcoastsafeaccess.com)

2/13/2023

Mayor Stephens and members of the city council,

I am the CEO of Access Costa Mesa, Inc., dba South Coast Safe Access /SCSA . As you know, an appeal of the denial of our requested CUP by the Planning Commission is scheduled to be heard before you on February 21<sup>st</sup>. In addition to the information provided to you by our legal counsel, I want to explain our company's response to the comments we heard at the Planning Commission. Specifically, from the comments of the various Planning Commissioners, it appeared to us that we were denied a conditional use permit due to three concerns: 1) having a counseling business located too close to our premises, and 2) holding our open house at a time that wasn't as convenient as the commission would have liked, and 3) not translating our open house invitations into Spanish.

I am happy to report that all three of the above concerns have been remedied. First, the lease for Yellowstone Women's First Step, Inc., the counseling center also located at 2001 Harbor Blvd., expired on December 31, 2022. Yellowstone has been advised by the owner of the property that it's current month to month occupation must end by April 30, 2023. A copy of the lease extension showing it expired last December and correspondence explaining the situation from our landlord are attached for your information.

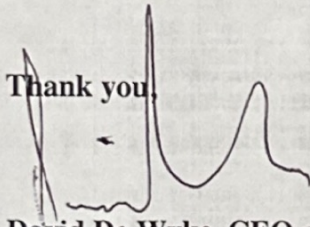
As it relates to the second and third concerns raised by the Planning Commission, please note that on Saturday February 11<sup>th</sup>, 2023 Safe Access held a second open house at on site at 2001 Harbor Blvd. The open house was held from 1pm to 3:30 pm, and was scheduled on a Saturday in response to concerns from the Planning Commission that the last open house we held was on a Monday when neighbors might not be available to attend. In response to the Planning Commission's comments, the notice we sent out to the surrounding neighbors was printed in both Spanish and English. Moreover, educational pamphlets regarding our proposed business were made available to all attendees of the open house, and these were also printed in both English and Spanish. As an additional measure to address the Planning Commission's concerns, we had both English and Spanish speaking



members of our team present at the open house to answer any questions our neighbors might have.

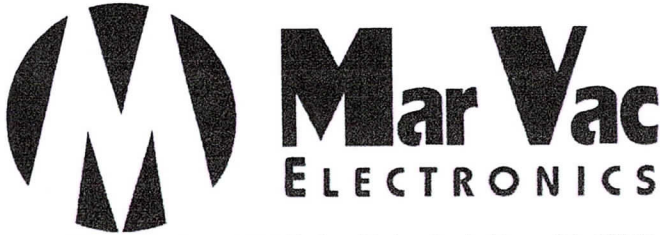
While we recognize the above efforts exceed the requirements of your cannabis regulations, it was important to us that we addressed the concerns raised by the Planning Commission. Our goal is to be a reputable business that listens to community concerns, whether raised by the City or our neighbors, and to respond to any and all concerns so as to ensure we make a positive contribution to the community.

Thank you.

A handwritten signature in black ink, appearing to read 'David De Wyke', with a stylized, flowing script.

David De Wyke, CEO of Access Costa Mesa, Inc.

1900 Warner Ave., Santa Ana, Ca 92705



J.V. Electronics, Inc. 2001 Harbor Blvd. Costa Mesa, CA 92627  
Tel: 949-650-2001 Fax: 949-548-5939

2-10-23

To: City Council of Costa Mesa

RE: Yellowstone Recovery Lease Ended 12-31-22

My name is Vince Vaccher, and I am one of the owners of Mar Vac Electronics, located at 2001 Harbor Blvd., Costa Mesa CA 92627. Our corporation J.V. Electronics, Inc., has sublet the offices above our space to Yellowstone Recovery since 3-1-2015.

Yellowstone Recovery's lease expired, with no holdover, on 12-31-22. We have allowed their occupancy past that date, acting in good faith and in hopes we could negotiate acceptable terms. Unfortunately, those discussions broke down when Yellowstone wanted to vacate portions of the lease that would strip our rights as sublessor/landlord.

Yellowstone Recovery was notified by email on 1-26-23 of our decision not to renew their lease and a timeline for them to vacate all previously leased spaces. The email was sent to Dr. Anna Thames and Jason Brewer, who has been my contact over the past several years. I received no feedback from either person.

Today I sent Yellowstone Recovery, via FedEx Overnight Delivery, a letter spelling out the reason for our decision and reiterated the date they needed to vacate. We are sensitive of their need to find another location, and we were willing to work with them; however, their lack of communication has left us no option but to demand their departure by 4-30-23.

Respectfully,

A handwritten signature in blue ink, appearing to read 'V. Vaccher', with a large, stylized flourish extending from the end.

Vincent J. Vaccher  
President/CEO  
J.V. Electronics, Inc.



# STANDARD SUBLEASE MULTI-TENANT AIR COMMERCIAL REAL ESTATE ASSOCIATION

## 1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Sublease ("Sublease"), dated for reference purposes only February 25, 2015, is made by and between JV Electronics, Inc.

(Sublessor)  
and Yellowstone Women's First Step House, Inc.  
DBA Yellowstone Recovery

(Sublessee), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain portion of the Project (as defined below), known as

consisting of approximately 3476 square feet ("Premises"). The Premises are located at: 2001 Harbor Blvd, Ste 200, 220, 230

in the City of Costa Mesa, County of Orange, State of CA, with zip code 92627.

In addition to Sublessee's rights to use and occupy the Premises as hereinafter specified, Sublessee shall have nonexclusive rights to the Common Areas (as defined below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project."

1.2(b) Parking: 11 unreserved and        reserved vehicle parking spaces.

1.3 Term: 2 years and 7 months commencing March 1, 2015

("Commencement Date") and ending September 30, 2017 ("Expiration Date").

1.4 Early Possession: If the Premises are available Sublessee may have non-exclusive possession of the Premises commencing February 26, 2015 ("Early Possession Date").

1.5 Base Rent:        per month ("Base Rent"), payable on the 1st day of each month commencing March 1, 2015.

☒ If this box is checked, there are provisions in this Sublease for the Base Rent to be adjusted.

1.6 Sublessee's Share of Operating Expenses:        percent (      %) ("Sublessee's Share").

In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

## 1.7 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent:        for the period March 1-31, 2015

(b) Security Deposit:        ("Security Deposit").

(c) Other: \$        for       

(d) Total Due Upon Execution of this Lease:       

1.8 Agreed Use: The Premises shall be used and occupied only for general office use; group therapy sessions

and for no other purposes.

        
INITIALS

PAGE 1 OF 8

Ant  
INITIALS

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FORM SBMT-3-1/10E

LORA PIAZZA, 2659 ELDEN COSTA MESA, CA 92627  
Phone: (949) 642-6822

Fax:

LORA PIAZZA

Yellowstone Lease

Produced with zipForm® by zipLogix 18070 Filtreni Mile Road, Fraser, Michigan 48028 [www.ziplogix.com](http://www.ziplogix.com)



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**EXTENSION OF LEASE**  
(C.A.R. Form EL, Revised 12/19)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease

☒ other **COMMERCIAL LEASE RENEWAL AGREEMENT** ("Lease"),

dated **OCTOBER 3RD, 2017**, on property known as **2001 HARBOR BLVD, Ste 200,210,220,230**

**COSTA MESA, CA** ("Premises"),

in which **YELLOWSTONE WOMEN'S FIRST STEP HOUSE, INC, JV ELECTRONICS, INC** is referred to as ("Tenant")



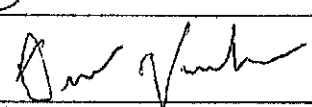

and **THE VACCHER FAMILY TRUST, VINCE VACCHER** is referred to as ("Landlord").

**Note to Landlord: If the Premises are subject to any rent increase cap under any state or local law, Landlord is strongly advised to seek counsel from a qualified California real estate lawyer, who is familiar with the law where the property is located, prior to using this form to modify any of the existing terms of the Lease.**

The terms of the tenancy are changed as follows. Unless otherwise provided, the change shall take effect on the date the Lease was scheduled to terminate.

1. **EXTENSION OF TERM:** The scheduled termination date is extended to **December 31, 2022** (Date).
2. Rent shall be \$ **[REDACTED]** per month.
3. Security deposit shall be increased by \$ **existing security deposit on file**.
4. ☐ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC) is attached and incorporated into the Lease.
5. **ADDITIONAL TERMS:** This Extension of Lease form serves as official notice that the lease term is an extension of the previous lease as of 10-1-2017 thru 9-30-2020. This renewal agreement is valid as of 10-1-2020 thru 12-31-2022. All previous lease terms are enforced. The Guarantor is still Anna M. Thames for Yellowstone Women's First Step House.

By signing below, Tenant and Landlord acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Extension of Lease.

Tenant	 YELLOWSTONE WOMEN'S FIRST STEP HOUSE, INC	Date	10-1-2020
Tenant	 JV ELECTRONICS, INC	Date	10-1-2020
Landlord	 THE VACCHER FAMILY TRUST	Date	10-1-2020
Landlord	 VINCE VACCHER	Date	10-1-2020

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



EL REVISED 12/19 (PAGE 1 OF 1)

**EXTENSION OF LEASE (EL PAGE 1 OF 1)**

ReMax Unlimited R. E., 203 N. Brea Blvd. Suite 110 Brea CA 92821 Phone: 714.990.4711 Fax: 714.990.4053 2001 Harbor Blvd.  
Donna Doszallik Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com



February 16, 2023

**VIA E-MAIL**

Mayor John Stephens and  
Members of the City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

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Re: Meeting on February 21, 2023  
Denial of Planning Application 22-21 for a Conditional Use Permit (CUP)  
Appeal Hearing for Access Costa Mesa dba South Coast Safe Access  
Follow-Up to February 6, 2023 Correspondence

Dear Honorable Mayor and Councilmembers:

This office represents the applicant, Access Costa Mesa dba South Coast Safe Access (“Safe Access” or “Applicant”), who applied for a Conditional Use Permit (“CUP”) for the establishment of a retail cannabis storefront business located at 2001 Harbor Boulevard, Suites 101-103, in the C-2 (General Business District) zone. The property is owned by Vaccher Family Trust (“Property Owner”).

Our office previously sent correspondence to you on February 6, 2023. Among other items, that correspondence noted multiple instances where our client’s procedural due process rights were violated by the City. This correspondence is to bring your attention to *even more due process violations*.

As you will recall, on November 28, 2022, the Costa Mesa Planning Commission, in a split 4-2 vote, denied Application 22-21 (“PA-22-21” or “Project”) for a CUP without any written findings in support of the denial. Because staff has recommended approval of the project, there was no draft resolution of denial as part of the agenda packet, and as such, there was no resolution of denial considered or adopted at that meeting. Moreover, since that meeting, the Planning Commission has not considered or adopted any resolution of denial related to this Project at any agendized meeting.

Most recently, the February 13, 2023, agenda for the Planning Commission states the following as the title for Consent Calendar Item 1: “November 28, 2022.” The title of the item contains no indication as to why that date is on the agenda. More specifically, the agenda title

Mayor John Stephens and  
Members of the City Council  
February 16, 2023  
Page 2

does not refer to “minutes” or “transcript” or otherwise refer to PA-22-21, our client’s proposed Project, or its property.

Despite the lack of an adequate description of the item, during its February 13, 2023, meeting, the Planning Commission voted to approve the minutes of its November 28, 2022, meeting -- solely as to Public Hearing Item No. 3, which was the Planning Commission’s consideration of PA-22-21. The description of the item would not notify a reasonable person, and did not notify our client of the action the Planning Commission was considering. As such, it constitutes a violation of the Brown Act. (*See, Carlson v. Paradise Unified School District* (1971) 18 Cal.App.3d 196, 200 [holding that an agenda title of “Continuation School site change” was “entirely misleading and inadequate” and thus insufficient to allow for board’s discussion and vote to discontinue school services and transfer students to a new school because it “show the whole scope of the board’s intended plans” and “[i]t would have taken relatively little effort to add to the agenda that this “school site change” also included the discontinuance of [school services] and the transfer of [students].”].)

In addition to the inadequate description of “November 28, 2022,” the Planning Commission also committed a Brown Act violation when it adopted “Resolution PC-2022-33 – A Resolution of the Planning Commission of the City of Costa Mesa, California Denying Planning Application 22-21 for a Retail Cannabis Storefront Business Located at 2001 Harbor Boulevard, Suites 101-103 (South Coast Safe Access).” Notably, Resolution PC 2022-33 was not listed on the February 13, 2023, Planning Commission agenda (and likewise was not contained as an attachment to a staff report) – and it was not listed (or otherwise provided) at the November 28, 2022, Planning Commission meeting, at which Staff only provided the Commission with a draft resolution to approve the Project. Indeed, after reviewing each and every Planning Commission agenda between November 28, 2022, to today’s date, it is apparent that neither Planning Commission (nor the public) has ever been provided a copy of Resolution 2022-33.

Despite this obvious fact, in the minutes, the “Action” for Public Hearing Item No. 3 is listed as “Planning Commission adopted a Resolution to deny Planning Application 22-21.” Further, after recording the motion to deny the Project (not adopt a resolution), the minutes refer to “Resolution PC-2022-33 – A Resolution of the Planning Commission of the City of Costa Mesa, California Denying Planning Application 22-21 for a Retail Cannabis Storefront Business Located at 2001 Harbor Boulevard, Suites 101-103 (South Coast Safe Access).”

Again -- the only resolution included as part of the agenda packet for the November 28, 2022, Planning Commission was a draft resolution approving the Project. As a result, the only resolution the Planning Commission could consider at that meeting was one to approve the Project. The Planning Commission was not provided with – and thus, could not vote upon – a resolution denying the Project.

Mayor John Stephens and  
Members of the City Council  
February 16, 2023  
Page 3

*Complicating matters further, since this Resolution PC 2022-33 was revealed on Monday, our office has attempted on three different occasions to obtain a copy of it from at least four different staff members – and to date, those staff members have either been unable or unwilling to provide us with a copy.* If Resolution PC-2022-33 exists, and was in fact adopted, that adoption was in violation of the Brown Act because Resolution PC-2022-33 was never listed – yet alone considered – by the Planning Commission at an agendaized meeting. (*G.I. Industries v. City of Thousand Oaks* (2022) 84 Cal. App. 5th 814, 823 [“The Brown Act clearly and unambiguously states that an agenda shall describe ‘each item of business to be transacted or discussed’ at the meeting.”], citing § 54954.2, subd. (a)(1).) Moreover, if in fact the Resolution exists, our client should have been promptly provided with a copy of it in line with the requirements set forth CMCC Sections 13-29(h)(i), and 13-29(i)(2). The failure to provide our client with a copy of the Resolution is particularly problematic given his upcoming appeal (now, less than 5 days away) and the obvious prejudice that results – that is, the deprivation of his ability to meaningfully prepare for his upcoming hearing.

If Resolution PC-2022-33 does not exist, the question arises as to what exactly the Planning Commission believes it approved as part of its November 28, 2022, minutes. Did the Planning Commission (who acts as a whole body, not individual commissioners) agree on any of the findings to deny the Project? Or did the four “no” votes each have their own reasons for which a finding could or could not be made? Perhaps more troubling, how could the Planning Commission approve minutes (that were discussed at length), knowing that they had never been provided, let alone considered the non-existent Resolution? This so-called “approval” calls into question the validity of the entire administrative record related to PA-22-21 and is, therefore, yet another reason our client’s due process rights have been violated by the City.

It is fundamental to due process that our client have knowledge of factual findings leading to the denial of its CUP application. As we noted in our February 6, 2023, correspondence, without written findings or notification as to the circumstances of denial, our client has been left to infer the bases for denial. Now, our client’s due process rights have been dealt another blow regarding the cloud of uncertainty regarding the existence and approval of Resolution PC-2022-33.

Mayor John Stephens and  
Members of the City Council  
February 16, 2023  
Page 4

For the reasons set forth in our February 6, 2023, correspondence and herein, the Applicant respectfully requests that the City Council overturn the Planning Commission's denial of the PA-22-21, and approve the CUP.

RUTAN & TUCKER, LLP



A. Patrick Muñoz

APM:mrs

cc: Brenda Green, City Clerk ([brenda.green@costamesaca.gov](mailto:brenda.green@costamesaca.gov))  
Lori Ann Farrell Harrison, City Manager ([loriann.farrellharrison@costamesaca.gov](mailto:loriann.farrellharrison@costamesaca.gov))  
Kimberly Hall Barlow, Esq. ([khh@jones-mayer.com](mailto:khh@jones-mayer.com))  
Jennifer Le, Director of Economic and  
Development Services ([JenniferLe@costamesaca.gov](mailto:JenniferLe@costamesaca.gov))  
Client



**RESOLUTION NO. PC-2022-33****A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA DENYING PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 (SOUTH COAST SAFE ACCESS)**

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

WHEREAS, in November 2020, the Costa Mesa voters approved Measure Q; which allows for storefront and non-storefront retail cannabis uses in commercially zoned properties meeting specific location requirements, and non-storefront retail cannabis uses in Industrial Park (MP) and Planned Development Industrial (PDI) zoned properties;

WHEREAS, on June 15, 2021, the City Council adopted Ordinance Nos. 21-08 and No. 21-09 to amend Titles 9 and 13 of the Costa Mesa Municipal Code (CMMC) to establish regulations for cannabis storefront and non-storefront uses;

WHEREAS, Planning Application 22-21 was filed by Randall Longwith with Costa Mesa Access, Inc. dba South Coast Safe Access, authorized agent for the property owner, Vaccher Family Trust, requesting approval of the following:

A Conditional Use Permit to operate a storefront retail cannabis business within an 3,720-square-foot tenant space within an existing commercial building located at 2001 Harbor Boulevard, Suites 101, 102, and 103. The business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite, subject to conditions of approval and other City and State requirements;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on November 28, 2022 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and CEQA does not apply to this project because it has been rejected and will not be carried out, pursuant to Public Resources Code section 21080(b)(5) and CEQA Guidelines Section 15270(a).

NOW, THEREFORE, based on the evidence in the record the Planning Commission hereby **DENIES** Planning Application 22-21 with respect to the property described above as set forth in Exhibit A.

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 28th day of November, 2022.**

  
Byron de Arakal, Chair  
Costa Mesa Planning Commission

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

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2022-33 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on November 28th, 2022 by the following votes:

AYES:           de Arakal, Ereth, Rojas, Vivar

NOES:           Toler, Russell

ABSENT:        Zich

ABSTAIN:       None

  
\_\_\_\_\_  
Scott Drapkin, Secretary  
Costa Mesa Planning Commission

Resolution No. PC-2022-33

## EXHIBIT A

### FINDINGS

- A. Pursuant to CMMC Section 13-29(g), when granting an application for a conditional use permit, the Planning Commission shall find that the evidence presented in the administrative record substantially meets certain required findings. The Applicant failed to meet its' burden to demonstrate that the proposed project would comply with all of the requirements of Section 13-29(g)(2) and therefore the Planning Commission was unable to make the required findings to approve the proposed use for each and every reason set forth herein below:

**Finding:** *"The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area."*

**Facts in Support of the Finding:** Pursuant to CMMC Section 13-10(i)(2)(c), the Planning Commission has the authority to "approve, conditionally approve or deny applications for conditional use permits..." Additionally and pursuant to CMMC Sections 13-28(B) and 13-200.93(c)(1), subject to the approval of the Planning Commission, a CUP is required for the establishment of cannabis retail storefronts in a commercial zone. All cannabis operators in Costa Mesa are required to obtain a Conditional Use Permit (CUP). As defined in the CMMC, a CUP is "a discretionary approval usually granted by the Planning Commission which allows a use or activity not allowed as a matter of right, based on specified findings." Unlike uses that are listed in the CMMC that are permitted "by-right", a use that requires a CUP necessitates the Planning Commission to use their judgement to determine whether a proposed project should be entitled.

The proposed cannabis establishment would be located on the first floor of a two-story, multitenant commercial building. The business occupying the suites directly above the proposed cannabis storefront is an individual and group counseling provider that specializes in substance addiction recovery. Evidence was presented to the Planning Commission, through written testimony and careful consideration of the record that the proposed cannabis retail storefront would not be substantially compatible with the existing addiction recovery use operating above the proposed use. No predominance of evidence was sufficiently presented during the public hearing that the proposed cannabis retail use would operate without resulting in adverse impacts to the neighboring uses. The proposed cannabis establishment would not be substantially compatible with the existing addiction recover counseling use.

**Finding:** *“Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.”*

**Facts in Support of the Finding:** The proposed cannabis establishment would potentially be materially detrimental to the general welfare of the public in that the proposed cannabis retail use is not substantially compatible with the existing addiction recovery use operating above the proposed use.

**Finding:** *“Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.”*

**Facts in Support of the Finding:** The proposed use is consistent with General Plan policies related to economic development and jobs. In addition, the proposed cannabis retail storefront is not considered an inconsistent use, nor would result in a density of intensity that is not in accordance with the General Plan.

**MEETING MINUTES OF THE CITY OF COSTA MESA  
PLANNING COMMISSION**

**November 28, 2022  
Regular Meeting – 6:00 p.m.**

**PUBLIC HEARING ITEM NO. 3**

**PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT  
BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 (SOUTH  
COAST SAFE ACCESS).**

**Project Description:** Planning Application 22-21 is a request for a Conditional Use Permit (CUP) to allow a 3,720 square-foot retail cannabis storefront on the first floor of an existing two-story multi-tenant commercial building. The affiliated State license is a Type 10 “storefront retailer” license, which also allows for retail cannabis delivery. However, the applicant is proposing a retail storefront without delivery to customers. Upon approval of a CUP, CBP, City Business License, and State license, the business would sell pre-packaged cannabis and pre-packaged cannabis products directly to customers onsite, subject to conditions of approval and other City and State requirements. The proposed business operations are from 7 AM to 10 PM daily. Should the storefront wish to offer delivery services in the future, an amendment to the CUP would be required.

**Environmental Determination:** The ordinance is exempt from the provisions of the California Environmental Quality per CEQA Guidelines Section 15301 (Class 1), Existing Facilities

The Planning Commission indicated that there were no ex-parte communications.

Michelle Halligan, Contract Planner, presented the staff report.

Commission and Staff Discussion included:

Commissioner Ereth enquired about the previous, no longer existing, illegal cannabis business that was located at the site. He enquired about the type of counseling that was provided at the nearby counseling center and the recovery programs. He discussed with staff how the recovery counseling was factored in neighborhood compatibility. Staff responded with information on the amount of time since the shutdown of the illegal cannabis facility and provided confirmation of compensation for the city's abatement efforts. Staff confirmed the types of counseling provided, which included individual, family, group and recovery counseling. Staff stated that the municipal code does not establish a minimum distance between a cannabis storefront and a facility that provides drug recovery.

Minutes – Costa Mesa Planning Commission Meeting – November 28, 2022 – Page 1

Commissioner Vivar enquired about the illegal, no longer existing, cannabis dispensary and if the landlord was aware of the illegal operation in their establishment. He also enquired about the staff proposed rear gate condition of approval. Staff responded that the property owner had worked with the police department and issued the legal paperwork to proceed with the eviction of the illegal dispensary. Staff explained the gate was primarily used by the electronics warehouse use located behind the property and staff did not want restrict their access during day time business hours.

Chair de Arakal enquired about the reduction of 18 parking spaces in 1986 and future possible parking requirements. Staff responded that the applicant would need to modify the CUP for any future proposed site use/parking changes.

### **PUBLIC COMMENT**

The Chair opened the public hearing.

Applicant team: Ronald Long

Ronald Long stated he read and agreed to the conditions of approval.

### **Commission, Staff and Applicant discussion included:**

Commissioner Rojas asked the applicant whether they had conversations or received feedback from the counseling facility during their community outreach. The applicant responded that they did not.

Commissioner Toler asked the applicant whether they have had any interactions with the counseling center. The applicant responded they did not interact with the counseling center.

Commissioner Vivar asked the applicant whether the mailers they sent out to the surrounding neighbors were sent in both English and Spanish. He asked the applicant whether they were aware of the counseling service when they decided to lease the space. The applicant responded that they only sent out mailers in English. The applicant stated they were not aware of the counseling service when they were leasing out the space.

Commissioner Ereth asked the applicant about their open house and their reasoning for choosing the hours of 5:00 p.m. to 6:00 p.m. for the open house. He asked the applicant about the feedback they received from the public at the open house. He also asked whether there was any displacement of other tenant's for the applicant to lease that space. The applicant responded that they should have held a longer open house, and that they received positive feedback from the community. The applicant stated to their understanding the units had been vacant for years.

The Chair opened public comments.

No public comments.

The Chair closed public comments.

Chair de Arakal asked staff about the counseling service in the building, when it was approved, and operational parameters. Staff stated they are required to provide vanpool for their patients and the counseling facility was approved to have patients on site Monday through Friday from the hours of 9:00 a.m. to 9:00 p.m.

The Chair closed public hearing.

Commissioner Toler made motion to approve.

The motioned died for lack of a second.

Commissioner Vivar made a motion to deny which was then seconded by Commissioner Ereth.

Commissioner Comments on the Motion for denial:

Commissioner Vivar stated the applicant did not do adequate work to ensure compatibility with the existing counseling service center. He also stated the outreach was inadequate.

Commissioner Ereth stated the application was not substantially compatible with the surrounding uses and could potentially be materially detrimental to the surrounding businesses and neighborhood.

Commissioner Rojas stated his fellow commissioners voiced his concerns and stated the application did not meet his expectations to make findings for approval.

Commissioner Toler stated he was not in support of the denial motion. He stated he could not differentiate this proposed application with others cannabis applications that the Commission has approved. He stated that much of the concerns mentioned in the meeting were misconceptions, and that it was business owners' responsibility to figure out on-site parking arrangements.

Commissioner Russell stated that the proposed application is located in close proximity to the counseling facility. However, she said the counseling management was notified, yet did not reach out to the commission with concern. She stated she was not in support of the denial motion.



Chair de Arakal stated he cannot make a finding for substantial compatibility. De Arakal stated that even though there was no sensitive use separation requirements he does not agree with putting a retail store front adjacent from a counseling center with recovery and rehabilitation programs.

The Chair called for the question.

**MOVED/SECOND:** Vivar/Ereth

**MOTION:** Moved to Deny Planning Application 22-21.

The motion carried by the following roll call vote:

Ayes: de Arakal, Ereth, Rojas, Vivar

Nehs: Toler, Russell

Absent: Zich

Motion carried: 4-2

**ACTION:** Planning Commission adopted a Resolution to deny Planning Application 22-21.

**RESOLUTION PC-2022-33 - A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA DENYING PLANNING APPLICATION 22-21 FOR A RETAIL CANNABIS STOREFRONT BUSINESS LOCATED AT 2001 HARBOR BOULEVARD, SUITES 101-103 (SOUTH COAST SAFE ACCESS)**

The Chair explained the appeal process.

Submitted by:



---

SCOTT DRAPKIN, SECRETARY  
COSTA MESA PLANNING COMMISSION

Site Photos



View of the proposed storefront from Harbor Boulevard



View of the parking lot and proposed storefront from the middle of the property (facing Harbor Boulevard)

LEGEND:

← ADA PATH OF TRAVEL

REQUIRED PARKING	
REGULAR OFFICE	8,387 SQ. FT. @ 41/1000 = 32.5
WAREHOUSE	5,742 SQ. FT. @ 41/1000 = 23.8
WAREHOUSE	6,587 SQ. FT. @ 11/1000 = 6.8
TOTAL REQUIRED PARKING	= 65

PARKING CALCULATIONS	
PARKING SPACE IDENTIFICATION	REQUIRED PROVIDE
STANDARD 8' X 16'	63
COMPACT 7'6" X 16'	44
HANDICAPPED	15
BICYCLE PARKING	2
BICYCLE PARKING SPACE CREDIT	3
TOTAL	65

PA-66-130 FOR 2001 HARBOR BLVD  
 ALLOWS WAREHOUSE TO BE PARKED  
 1/1000 FOR LAND USE RESTRICTION  
 VARIANCE.

APN:	4221-01-01
STREET ADDRESS:	2001 HARBOR BLVD, SUITE # 101, 102, 103 COSTA MESA, CA 92621
LEGAL DESCRIPTION:	FAIRVIEW FARMS LOT 18 POR OF LOT DESC. IN DD-8115/355 OR TR 247
EXISTING ZONING:	G-2 GENERAL COMMERCIAL ZONING
PROPOSED ZONING:	G-2 GENERAL COMMERCIAL ZONING
<hr/>	
TOTAL GROSS AREA:	45,192.42 SQ. FT. 1.031 ACRE
TOTAL NET AREA:	45,192.42 SQ. FT. 1.031 ACRE
TOTAL BUILDING AREA:	15,134 SQ. FT. FAR=33.5%
LOT COVERAGE	50. FT. PERCENTAGE
BUILDING AREA:	15,134 33.5 %
PARKING AREA:	23,264 51.47 %
LANDSCAPING AREA:	6,794.42 15.03 %
<hr/>	
FLOOR AREA RATIO:	33.5 %
OCCUPANCY:	B, M
CONSTRUCTION TYPE:	V-B
FIRE SPRINKLERS:	NO
# OF STORIES:	2
<hr/>	
BUILDING SQ. FT.:	21,086 SQ. FT.
DESCRIPTION OF USE:	OFFICE, RETAIL & WAREHOUSE

- INDICATES NOTES APPLICABLE TO THIS PLAN ONLY WHEN REFERENCED.
1. LOCATION OF EXISTING ADA 4' X 8' PARKING SPACE
2. EXISTING CURB RAMP
3. LOCATION OF EXISTING ADA PATHWAY TO BUILDING ENTRANCE AND PUBLIC WAY FROM ADA PARKING
4. EXISTING TRANSFORMER
5. EXISTING 6' TALL WROUGHT IRON FENCE AND DRIVE ASLE GATE AND MAN GATE TO REMAIN.
6. EXISTING ASPHALT DRIVEWAY TO REMAIN.
7. EXISTING 4'-6" TALL CHAIN LINK TRASH ENCLOSURE WITH NY MESH LID FOR A TOTAL HEIGHT OF 6' TO TOP OF MESH LID.
8. EXISTING CONCRETE SIDEWALK TO REMAIN.
9. EXISTING 4' X 8' PARKING SPACE TO REMAIN.
10. EXISTING LANDSCAPE TO REMAIN.
11. EXISTING DRAINAGE V-DITCH TO REMAIN.
12. EXISTING CONCRETE DRIVEWAY ENTRANCE TO REMAIN.
13. EXISTING 6' X 8' WROUGHT IRON FENCE TO REMAIN.
14. EXISTING 1'-6" X 8' COMPACT PARKING SPACE TO REMAIN.
15. EXISTING TREE LOCATIONS TO REMAIN.
16. NEW 5 BIKE COMMERCIAL BIKE RACK ON CONCRETE SLAB.
17. EXISTING LOADING SPACE TO REMAIN.

1. THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE PLANS AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY AND BE MADE BY THE DESIGN TEAM WITHOUT THE KNOWLEDGE AND CONSENT OF THE OWNER AND/OR ARCHITECT. THESE DISCREPANCY APPEARS HEREIN.
2. THE CONTRACTOR AND/OR SUBCONTRACTOR SHALL CHECK ALL DIMENSIONS, TRACING CONDITIONS, AND SPECIAL CONDITIONS PRIOR TO BEGINNING WORK. NO ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTOR. THE CONTRACTOR SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES, ERRORS OR OMISSIONS.
3. DIMENSIONS ARE INDICATED FOR THE DIMENSIONS THAT SHALL BE USED FOR CONSTRUCTION. DO NOT SCALE. (DRAWINGS) NOTES TO DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE DIMENSIONS. IF ALL DIMENSIONS ARE TAKEN TO THE RIGHT (DOWN ON PLANS).
4. THE DRAWINGS & SPECIFICATIONS REPRESENT THE INTENT OF THE STRUCTURE. THE CONTRACTOR SHALL PROVIDE SUPPORT OF Erection BRACING, SHORING, TEMPORARY SURVEYS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THEM. THE CONTRACTOR AND/OR SUB-CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE PRIOR TO THE INSTALLATION OF ALL STEEL MEMBERS. THE CONTRACTOR, DRAWINGS AND FINISH MATERIALS HE SHALL PROVIDE THE NECESSARY BRACINGS TO PROVIDE:
5. PROTECT PRIOR TO THE INSTALLATION OF MATERIALS GRADING & DRAINAGE, ALL PAVING, FILL WORK AND PLAYERS NEXT TO THE BUILDING SHALL BE PROTECTED.
6. PERMIT TO CARRY OUT PATTERNS OF THE BUILDING OBSERVATION VISITS TO THE JOB SITE BY THE ARCHITECT DO NOT INCLUDE INSPECTION OF CONSTRUCTION PROCEDURES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS AND FOR SAFETY CONDITIONS AT THE WORK.

THESE VISITS SHALL NOT BE INTERFERED AS CONTINUOUS AND DETAILED INSPECTIONS.

1. SCOPE. ALL TRADERS SHALL FURNISH ALL LABOR, EQUIPMENT, MATERIALS, AND PERFORM ALL WORK NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT OR REQUIRED BY ANY CODE WITH JURISDICTION TO COMPLETE THEIR SCOPE OF WORK FOR A COMPLETE AND PROPERLY FINISHED JOB.
2. ALL WORK SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF THE UNIFORM BUILDING CODE (APPLICABLE EDITION) AND ALL GOVERNING AGENCIES.
3. PERMITS. THE GENERAL BUILDING PERMIT & PLAN CHECK FEES SHALL BE SECURED AND PAID FOR BY THE SUBCONTRACTOR DIRECTLY TO THE CITY.
4. INTENTION. THE INTENTION OF THIS DOCUMENT IS TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY FOR A COMPLETE AND PROPER FINISH OF THE WORK DESCRIBED.
5. CHANGES. THE OWNER MAY ORDER EXTRA WORK OR MAKE CHANGES BY LETTERING, ADDING TO OR DEDUCTING FROM THE WORK. THE CONTRACT SUM SHALL BE ADJUSTED ACCORDINGLY.
6. GETTING & FITTING. ALL TRADERS SHALL DO THEIR OWN GETTING, FITTING, PATCHING, ETC. TO MAKE THE SEVERAL PARTS GOVE TOGETHER PERFECTLY & FIT IT TO RECEIVE TO BE REQUIRED BY THE OWNER'S DESIGN.
7. CLEANUP. ALL TRADERS SHALL AT ALL TIMES, KEEP THE WORK AREA CLEAN AND FREE OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK.
8. GENERAL:
  - A. ALL CONSTRUCTION AND NONCONSTRUCTION SHALL CONFORM TO CURRENT IBC, UPC, IRC, NEC AND TITLE 24 AS NOTED ON COVER SHEET OF PLANS.
  - B. DESIGN MATERIALS, EQUIPMENT AND METHODS OTHER THAN THOSE SPECIFIED BY REFERENCE OR INDICATED ON THE DRAWINGS MAY BE CONSIDERED FOR USE, PROVIDED PRIOR APPROVAL OF THE DESIGNING AGENCY, THE OWNER, ARCHITECT AND APPLICABLE GOVERNING AGENCIES. REFERENCES TO ANY DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAILS OR DRAWINGS.
  - C. THE ARCHITECT SHALL, IN NO WAY, BE RESPONSIBLE FOR HOW THE FIELD WORK IS PERFORMED, SAVED IN OR ABOUT THE JOB SITE METHODS OF PERFORMANCE, OR THE LACK IN THE PERFORMANCE OF THE CONTRACTOR OR SUBCONTRACTORS' WORK.



CHARLE ST.

[illegible]



THE FOLLOWING ARE DEFINITIONS TO THE ABBREVIATIONS INDICATED IN THE SCHEDULE.

**WINDOW OPERATIONS/TYPES:**

SH SINGLE HUNG FRAMED OPERABLE SASHED IN ONE UNIT, WITH REMOVABLE SCREEN.

FIXED FIXED FRAME/SLASHED NON-OPERABLE UNIT, JAMB AND SASH TO MATCH THAT OF ADJACENT OPERABLE UNITS.

CASEMIT SINGLE FRAMED OPERABLE SASHED IN ONE CASEMENT UNIT, WITH REMOVABLE SCREENS.

SLIDE ALUM SLIDER - SINGLE FRAMED OPERABLE IN ONE UNIT (WITH REMOVABLE SCREEN).

ALUM ALUM. ALUMINUM FRAME.

WD WOOD FRAME WITH WTL. GLAD.

STL MFG. STEEL FRAME.

GR GLASS BLOCK OPENING.

**WINDOW GLAZING:**

TINT TINTED.

CUSTOM PROVIDE CUSTOM DESIGNED GLAZING (ETCHED, BEVELED, PRONTOED, ETC.) VERIFY WITH OWNER.

LEXAN PROVIDE STANDARD LEXAN GLAZING AT CORNER GLAZING UNITS.

TEMP TEMPERED.

D/P FIRE DUAL PANE IN EXTERIOR PANE TEMPERED.

D/P TEMP DUAL PANE TEMPERED.

CLR CLEAR.

GB GLASS BLOCK.

**DOOR MATERIALS:**

HM HOLLOW CORE METAL DOOR.

SCMP SOLID CORE INSULATED METAL WRAP.

SCMH SOLID CORE METAL WRAP.

HM HOLLOW CORE METAL DOOR.

NO STONEFRONT ALUMINUM FRAMED WITH TEMPERED GLAZING.

SS GALVANIZED STEEL ROLL-FORMED SLATS.

PD POCKET DOOR.

FD FRENCH DOOR.

BI-FOLD DOORS FOLD OPEN TO EACH SIDE.

**FRAME TYPES:**

SH SWINGING DOOR - STANDARD TYPE FRAME (INTEGRAL STOPS).

D-BS DOUBLE BESSIS, NO STILE (ACROSS CORRIDORS).

ROLL SURFACE MOUNTED TRACK ASSEMBLY.

STL STANDARD TYPE FRAME FOR POCKET SLIDING DOOR, PROVIDE DUAL TOP MOUNTED TRACKS.

ALUM MANUFACTURER'S STANDARD FRAME.

PD POCKET DOOR.

FD FRENCH DOOR.

BI-FOLD DOORS FOLD OPEN TO EACH SIDE.

**FINISHES:**

ANOD ALUMINUM FINISH BY MANUFACTURER.

PAINT DOOR AND/OR FRAME TO BE PAINTED.

STAIN DOOR AND/OR FRAME TO BE OF STAIN GRADE QUALITY.

MFG MANUFACTURER'S STANDARD FACTORY FINISH.

SS GALVANIZED STEEL.

DOOR INTERIOR CASING AND EXTERIOR TRIM.

NO, SS STAIN GRADE D.P. STOCK SHAPED, VERIFY WITH OWNER.

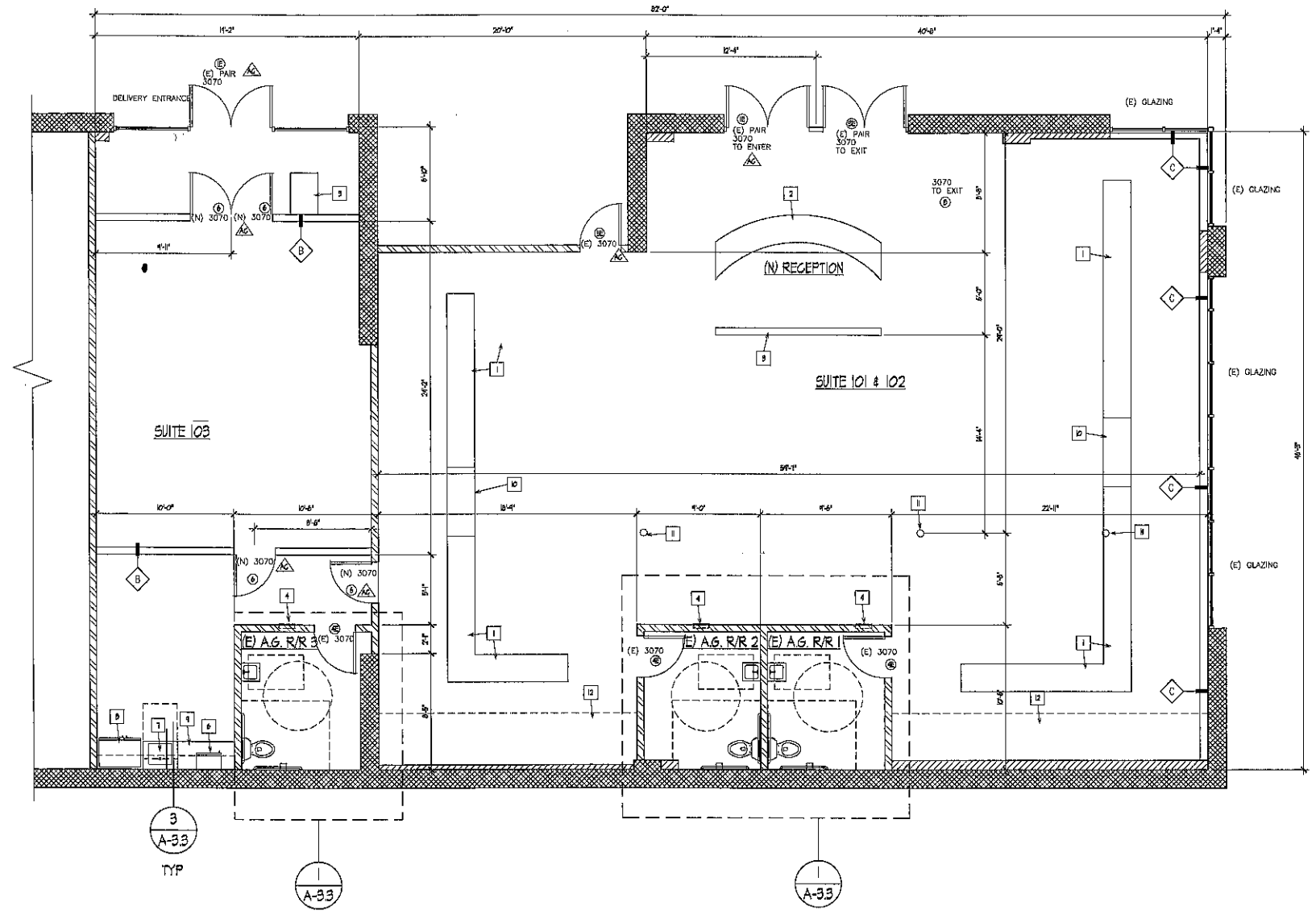
NO, PS PAINT GRADE D.P. STOCK SHAPED, VERIFY WITH OWNER.

MTL METAL CASING/TRIM AS SUPPLIED BY FRAME MFG.

**DOOR GLAZING:**

TEMP TEMPERED GLASS.

INSUL 1/4" INSULATED TEMPERED GLASS.



- FLOOR PLAN NOTES**
- CONTRACTOR SHALL NOT MAKE ANY CHANGES OR DEVIATE FROM THESE PLANS WITHOUT WRITTEN APPROVAL FROM THE OWNER AND/OR ARCHITECT. IF OWNER AUTHORIZES ANY CHANGES, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY.
  - ALL DIMENSIONS ARE TAKEN TO FACE OF STUD UNLESS OTHERWISE NOTED. IN CASE OF CONFLICT, NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE DRAWINGS. (DO NOT SCALE DRAWINGS)
  - CONTRACTOR AND/OR SUBCONTRACTOR SHALL CAREFULLY STUDY AND COMPARE ALL DIMENSIONS, DATA, DIMENSIONS, SPEC'S, AND CONDITIONS BEFORE PROCEEDING WITH ANY WORK & REPORT AT ONCE TO THE ARCHITECT ANY ERROR, INCONSISTENCY OR OMISSION THAT IS DISCOVERED.
  - CONTRACTOR SHALL VERIFY HOOKS, ALL FINISHES & MATERIALS PRIOR TO PURCHASE AND/OR INSTALLATION.

- FLOOR PLAN SCHEDULE**
- INDICATES NOTES APPLICABLE TO THIS PLAN ONLY UNLESS OTHERWISE NOTED.
- SALES COUNTERS VERIFY HOOKER.
  - RECEPTION DESK MAX HEIGHT 34" A.P.F.
  - GLASS WATER FALL, VERIFY HOOKER.
  - EXISTING ELECTRICAL PANEL.
  - NEW BUILT-IN ENTRY DESK MAX HEIGHT 34" A.P.F.
  - BUILT-IN MICROWAVE, VERIFY DIMENSIONS W/ MFG.
  - SINK VERIFY HOOKER.
  - 3" CLEAR REFRIGERATOR/FREEZER SPACE, VERIFY WITH MFG. STEEL-CUT COLD WATER FOR ICE MAKER, VERIFY W/ MFG.
  - CABINETS @ 34" A.P.F. W/ CABINETS ABOVE, VERIFY W/ OWNER.
  - ACCESSIBLE SALES COUNTER @ 34" MAX HEIGHT.
  - EXISTING FLOOR/ROOF SUPPORT POST.
  - EXISTING SOFFIT TO SHIELD MECHANICAL EQUIPMENT TO REMAIN.

**WALL LEGEND**

EXISTING 18" CMU WALLS TO REMAIN
EXISTING 2X WALLS
EXISTING 2X FURRED WALLS
EXISTING 2X WALLS TO BE REMOVED
NEW 2X WALLS

- WALL TYPES**
- NOTE: ALL NEW WALLS WALL TYPE A UNLESS NOTED OTHERWISE.
- 6" 25 GA. METAL STUDS @ 16" O.C. WITH 5/8" GYP. BOARD EACH SIDE TO BOTTOM OF FLOOR FRAMING. SEE DETAIL #8 ON SHEET AD-1.
  - 6" 25 GA. METAL STUDS @ 16" O.C. WITH 5/8" GYP. BOARD EACH SIDE TO 6" ABOVE CEILING, SEE DETAIL #15 ON SHEET AD-1.
  - 6" 20 GA. METAL STUDS @ 16" O.C. WITH 5/8" GYP. BOARD OUTSIDE TO BOTTOM OF FLOOR FRAMING INCLUDE 1" AIR GAP FROM EXISTING CMU WALL AND STOREFRONT GLAZING. SEE DETAIL #14 ON SHEET AD-1.

**SQUARE FOOTAGE:**

RECEPTION	655 SQ. FT. @ 1000	= 7
RETAIL	1264 SQ. FT. @ 1:60	= 30
RE ENTRY	100 SQ. FT.	= 2
OFFICE	447 SQ. FT. @ 1000	= 5
BREAK ROOM	235 SQ. FT. @ 1000	= 3
TOTAL BMTD	2802 SQ. FT.	= 47

**OCCUPANT LOAD**

RECEPTION 655 SQ. FT. @ 1000 = 7  
RETAIL 1264 SQ. FT. @ 1:60 = 30  
RE ENTRY 100 SQ. FT. @ 1000 = 2  
OFFICE 447 SQ. FT. @ 1000 = 5  
BREAK ROOM 235 SQ. FT. @ 1000 = 3  
TOTAL OCCUPANT LOAD = 47

**BUILDING INFORMATION:**

REVENUE TYPE: COMMERCIAL

CONSTRUCTION TYPE: V-B

DESCRIPTION OF USE: PROFESSIONAL AND RETAIL

OCCUPANCY: B.M.

# OF STORIES: 2

SPRINKLER: NO

**DOOR SCHEDULE**

SYM	SIZE	DOOR	FIN	TYPE	MATL	FIN	TRIM	HARDWARE	NOTE	SYM
1E	3070		ANGD	SW	ALUM	ANGD	MTL	1, 2, 3, 4, 22, 23, 25		1E
2E	3070		ANGD	SW	ALUM	ANGD	MTL	1, 2, 3, 4, 22, 23, 25		2E
3E	3070		ANGD	SW	ALUM	ANGD	MTL	1, 2, 3, 4, 12, 13, 23, 25		3E
4E	3070		STAIN	SW	MTL	ANGD	MTL	5, 7, 8, 14, 23		4E
5E	3070		PAINT	SW	MTL	ANGD	MTL	1, 2, 3, 4, 22, 23, 25		5E
6	3070		STAIN	SW	MTL	ANGD	MTL	1, 2, 3, 4, 23, 25		6

**WINDOW SCHEDULE**

SYM	SIZE	WINDOW	FRAME	TYPE	MATL	TRIM	GLZE	TEMPD	FIRE RATINGS (RMB)	TINT	REMARKS	SYM

**DMA**

**PROPOSED FLOOR PLAN**

DAVE MADDEN ARCHITECT

Phone 415-664-2172 • E-Mail: dave@maddenarchitect.com

41117 Golden Gate Circle, Suite 100, Tiburon, CA 94920

Project and Location: RETAIL TENANT IMPROVEMENT, 2001 HARBOR BLVD, SUITE # 101, 102, 103, COSTA MESA, CA 92627

Drawn by: LM

Checked by: Date: 08/28/21

Job No.: 21-045

1/4" = 1'-0"

Sheet Number: A-3.1

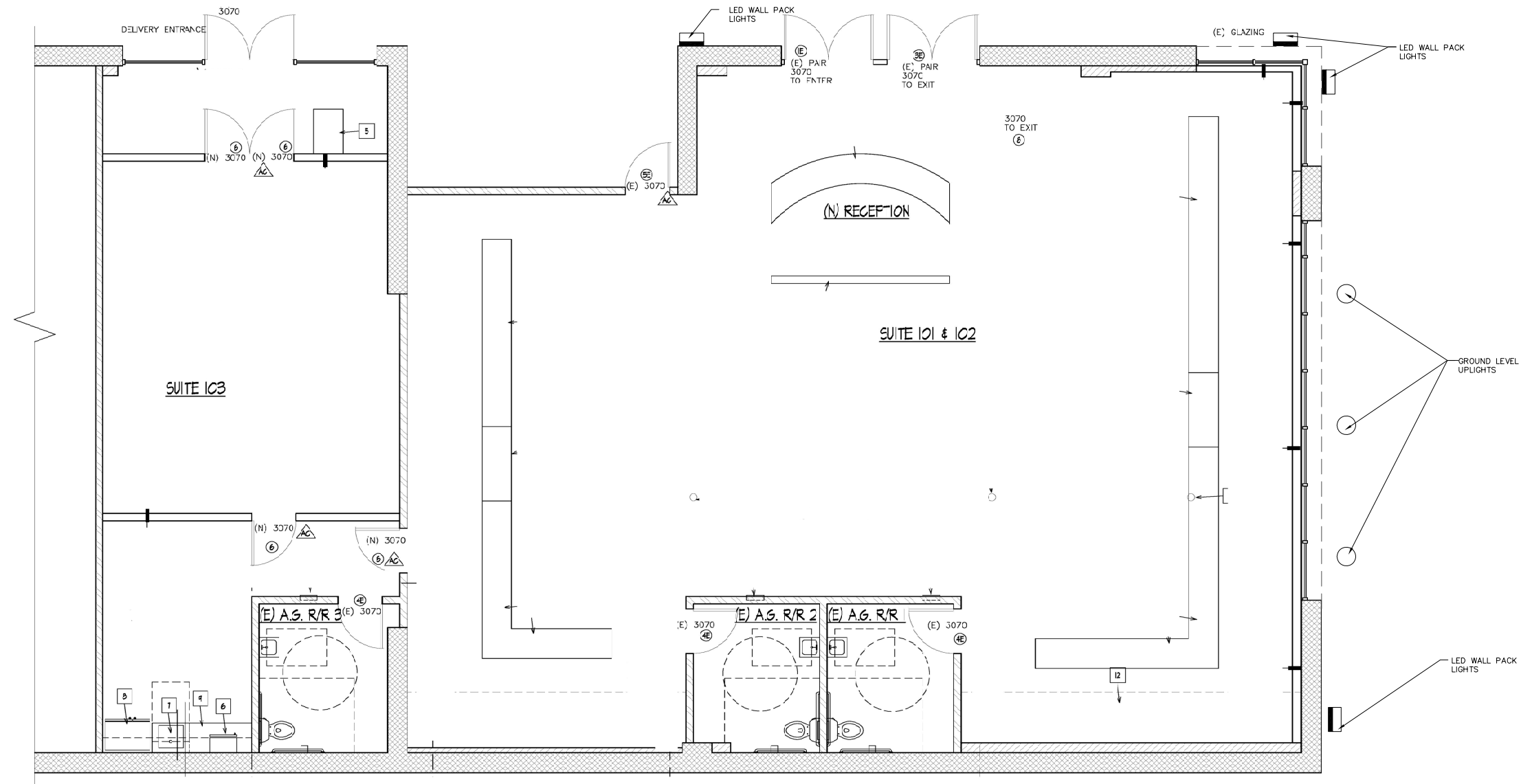
Of: 3 Sheets



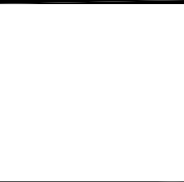
HARBOR AVE. LIGHT ELEVATION



PARKING LOT LIGHT ELEVATION



LIGHTING PLAN - EXTERIOR



SCSA EXTERIOR LIGHTING  
2100 HARBOR BLVD  
COSTA MESA, CALIFORNIA

REVISIONS		
No.	Description	Date

Drawn	
Project #	
Plot Date	17-AUG-22

Scale:  

**BLDG WALL SIGNAGE**

**E1.0**















December 2, 2022

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

Dear City of Costa Mesa,

On behalf of more than 21,000 members of the United Food and Commercial Workers (UFCW) Local 324, we wish to express our strong support for Access Costa Mesa planning application for a cannabis retail storefront business at, 2001 Harbor Blvd, Costa Mesa. The ownership of Access Costa Mesa currently operates a storefront dispensary in Santa Ana under the name South Coast Safe Access which has been a long partner with UFCW local 324.

The owners of the proposed Access Costa Mesa location have had a collective bargaining agreement with UFCW Local 324 since 2016 for their Santa Ana location. Their contract has helped set a standard for cannabis industry with Union Healthcare for employees as well as holidays, vacation, and paid sick time above the California requirements.

UFCW's partnership with the ownership of Access Costa Mesa raises standards for cannabis workers across California and we are proud to represent the workers at the forefront of the legal cannabis industry. The ownership of Access Costa Mesa has a proven track record of operating in Orange County and partnering with UFCW to ensure the welfare of their employees. We strongly encourage the City of Costa Mesa to approve Access Costa Mesa planning for a retail cannabis storefront business at 2001 Harbor Blvd, Costa Mesa, CA.

Thank you for your time and consideration.

Regards,



Matthew Bell  
Secretary Treasurer  
UFCW Local 324



February 14, 2023

Honorable Mayor Stevens and Members of the Costa Mesa City Council  
92 Fair Drive  
Costa Mesa, CA 92626

Dear Mayor Stevens and Honorable Members of the Costa Mesa City Council:

I am writing in support of South Coast Safe Access' (SCSA) appeal regarding its proposed dispensary.

SCSA has an unparalleled record in its support of the labor community and working families. I had the privilege to assist UFCW organize SCSA. The owners of SCSA were not only supportive of the union, they encouraged their employees to join the union. To this day all union members are provided discounts for store purchases.

Additionally, SCSA has been a longtime supporter of the Veteran Community. Interestingly enough the owners weighed through the rebar and cement forms during the construction of Heroes Hall Veteran Museum with me. The dispensary has been sensitive to veterans' needs since its opening by offering discounts and support.

I have been assured by SCSA that if licensed in Costa Mesa it will continue to serve the Veteran Community; including a program to host a veteran outreach volunteer one day a month to assist veterans navigating through the VA system and other important issues.

Thank you for considering my input and thank you for everything you do for the entire community; including your unyielding support for our Veteran Community.

Sincerely,

VETERANS ALLIANCE OF ORANGE COUNTY

A handwritten signature in black ink that reads "Nick Berardino". The signature is fluid and cursive, with the first name "Nick" and last name "Berardino" clearly distinguishable.

Nick Berardino  
President Veterans Alliance of Orange County (VALOR)

## COLGAN, JULIE

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**From:** GREEN, BRENDA  
**Sent:** February 16, 2023 10:38 AM  
**To:** COLGAN, JULIE; PARTIDA, ANNA; LE, JENNIFER; DRAPKIN, SCOTT  
**Cc:** TERAN, STACY  
**Subject:** FW: Public Comment regarding application No. PA-22-21

*Brenda Green*  
City Clerk  
City of Costa Mesa  
714/754-5221

*E-mail correspondence with the City of Costa Mesa (and attachments, if any) may be subject to the California Public Records Act, and as such may, therefore, be subject to public disclosure unless otherwise exempt under the act.*

**From:** Grant McNiff <msmcniff@sbcglobal.net>  
**Sent:** Thursday, February 16, 2023 9:12 AM  
**To:** CITY CLERK <CITYCLERK@costamesaca.gov>  
**Subject:** Public Comment regarding application No. PA-22-21

**TO: CITY OF COSTA MESA**

**FROM: GRANT MCNIFF, BOARD MEMBER, CHARLE STREET**

**DATE: FEBRUARY 15, 2023**

It has come to my attention that the city of Costa Mesa is considering

an approval for a Dispensary "Pot Shop" less than 500 feet from

Charle Street, a Homeless Shelter, 2015 Charle Street, which has

been serving the community for over 50 years. This is a violation of

Measure Q, quoted here:

From Ordinance 2021-08

Measure Q requires retail cannabis businesses to meet certain operating requirements including permitted zones, minimum of 1,000 feet separation distance from sensitive uses such as schools, childcare centers, playgrounds and homeless shelters, security measures, and a requirement for a labor peace agreement for businesses with two or more employees;

Please do not approve this application.

Another counseling recovery center has already been operating for nearly 10 years in the same building at 2001 Harbor. The landlord is insisting that it close in order to get approval for this cannabis dispensary.

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

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