



CITY OF COSTA MESA

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

Agenda

Tuesday, May 2, 2023

6:00 PM

**City Council Chambers
77 Fair Drive**

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

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having system outages or experiencing other critical issues, the meeting will continue in person.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE

Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

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

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

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.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov. Comments received by 12:00 p.m. on the date of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

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

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

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

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

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

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing.

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

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

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION - THREE CASES
Pursuant to California Government Code Section 54956.9 (d)(2)

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

MAY 2, 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. Presentation: Vanguard University Men's Volleyball National Champion
2. Presentation: Vanguard University Women's Beach Volleyball National Champion

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

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

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

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

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

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR (Items 1-9)

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 AL23-1173 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](#) [23-1174](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Julie May, Britt Lisa Meyer, Robert Edmund Meyer, Suzanne Tarvin, Ken Zammit.

3. **ADOPTION OF WARRANT RESOLUTION** **23-1176**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2698.

Attachments: [1. Summary Check Register week of March 27 2023](#)
[2. Summary Check Register week of April 3 2023](#)
[3. Summary Check Register week of April 10 2023](#)
[4. Summary Check Register week of April 17 2023](#)

4. **MINUTES** **23-1175**

RECOMMENDATION:

City Council approve the Minutes of the Study Session meetings of March 14, 2023 and April 11, 2023 and Regular meetings of March 21, 2023 and April 4, 2023.

Attachments: [1. 03-14-2023 Draft Minutes](#)
[2. 03-21-2023 Draft Minutes](#)
[3. 04-04-2023 Draft Minutes](#)
[4. 04-11-2023 Draft Minutes](#)

5. **BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION****23-1166**
RESOLUTION OF INTENTION, AND REVIEW OF ANNUAL REPORT

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2022-2023 Annual Report for the Business Improvement Area (BIA) (Attachment 1).
2. Receive and file the audited financial report for Fiscal Years Ended June 30, 2021 and June 30, 2022 (Attachment 2).
3. Adopt the Resolution declaring the City's intention to levy an annual assessment for Fiscal Year 2023-24 for the Business Improvement Area covering certain Costa Mesa hotels and motels and setting the time and place for a Public Hearing on the proposal (Attachment 3).

Attachments: [1. 2022-2023 Annual Report](#)
[2. Audit for Fiscal Year Ending June 2022](#)
[3. Resolution of Intent 2023-24 BIA Authorization](#)

6. [**LICENSE PLATE READER CAMERA MOBILE SYSTEM**](#) [**23-1149**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of National Cooperative Purchasing Alliance (NCPA) Contract #05-81 with IPS Group, Inc. for the purchase of a License Plate Reader Mobile System.
2. Authorize the purchase of the License Plate Reader Mobile System, in the amount of \$127,085.74 through National Cooperative Purchasing Alliance.

Attachments: [LPR NCPA Quote](#)

7. [**RESOLUTION TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION \(CALTRANS\)**](#) [**23-1154**](#)

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-xx (Attachment 1) authorizing the Public Works Director or designee(s) to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements, including Right-of-Way Certifications, and any other certifications, amendments, and documents to facilitate processes related to the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA).

Attachments: [1. Draft Resolution](#)
[2. Resolution 07-01](#)

8. [**AUTHORIZE THE USE OF SOURCEWELL'S NATIONAL COOPERATIVE AGREEMENT 032119 WITH QUINN COMPANY FOR THE PURCHASE OF ONE \(1\) NEW CATERPILLAR INC. MODEL: 308 EXCAVATOR AND ONE \(1\) CATERPILLAR INC. MODEL: 262d3 SKID STEER LOADER**](#) [**23-1183**](#)

RECOMMENDATION:

Staff recommends the City Council authorize the use of Sourcewell's Cooperative Agreement No. 032119 with Caterpillar Inc. for the purchase of one (1) Caterpillar Inc. Model: 308 Excavator; and one (1) Caterpillar Inc. Model: 262D3 Skid Steer Loader for \$294,235.37 from Quinn Company.

Attachments: [Quotes](#)

9. [MICROSOFT ® ENTERPRISE AGREEMENT LICENSING COMPLIANCE](#) [Q3-1181](#)

RECOMMENDATION:

Staff recommends the City Council approve the true-up of the Microsoft ® Enterprise Agreement with SoftwareONE in the amount of \$279,050.60.

Attachments: [1. License Agreement](#)
[2. Quote](#)

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

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

PUBLIC HEARINGS: (Next Page)

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

1. [FISCAL YEAR \(FY\) 2023-2024 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) AND HOME INVESTMENT PARTNERSHIPS GRANT \(HOME\) PROGRAMS](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Hold a Public Hearing regarding the FY 2023-2024 Annual Action Plan.
2. Approve the recommended allocation of \$1,689,303 for FY 2023-2024 Community Development Block Grant, which includes the annual allocation of \$1,010,506, \$78,797 in prior year(s) uncommitted program funds, and \$600,000 in re-programmed CDBG funds.
3. Approve the recommended allocation of \$549,260 for the Fiscal Year 2023-2024 HOME Investment Partnerships Grant, which includes the annual allocation of \$509,260 and \$40,000 in program income (lien/HOME loan repayments).
4. Adopt Resolution No. 2023-XX in order to:
 - a. Approve the FY 2023-2024 Annual Action Plan.
 - b. Authorize the City Manager, or the City Manager's designee, to submit the FY 2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development.
 - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the FY 2023-2024 Annual Action Plan.
5. Provide direction regarding potential changes to the City's Tenant-Based Rental Assistance (TBRA) and Single-family Rehabilitation Grant and Loan Programs, as described in the staff report.

Attachments: [1. Resolution](#)
[2. Public Services Grant Recommendations](#)
[3. Draft 23-24 Annual Action Plan](#)

OLD BUSINESS:

1. **[AWARD OF STREET SWEEPING SERVICES](#)** **[23-1186](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Maintenance Services Agreement (MSA) for citywide street sweeping services to Sweeping Corp of America (SCA) for an initial two-year period with three one-year renewal periods for a not to exceed annual amount of \$1,467,791.
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the agreement and future amendments to this agreement within Council authorized limits.

Attachments: [Maintenance Services Agreement with SCA](#)

2. **[CONSIDERATION OF MODEL FLYING ACTIVITY AT FAIRVIEW PARK](#)** **[23-1190](#)**

RECOMMENDATION:

Staff recommends that an environmental compatibility and biological resource assessment be completed by MIG Consulting LLC, as envisioned by the Fairview Park Master Plan Update, including the existing flying field location and/or other potential locations at Fairview Park, and that the temporary suspension of flying field activity be continued until such assessment is completed, due to current biological activity at the site.

Attachments: [1. US Fish & Wildlife Service Correspondence](#)
[2. Biological Sensitivity Map - Fairview Park Master Plan \(1998\)](#)
[3. California Dept. of Fish & Wildlife Correspondence](#)
[4. Excerpt of 4-12-23 Unofficial Fairview Park Steering Committee Minutes](#)
[5. Excerpts from Fairview Park Master Plan - References to Model Aircraft](#)

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

File #: 23-1173

Meeting Date: 5/2/2023

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

File #: 23-1174

Meeting Date: 5/2/2023

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Julie May, Britt Lisa Meyer, Robert Edmund Meyer, Suzanne Tarvin, Ken Zammit.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1176

Meeting Date: 5/2/2023

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. 2698.

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. 23-07 On Cycle for \$3,065,466.79 and 23-08 On Cycle for 3,063,714.42 and City operating expenses for \$ 4,843,408.80.

Bank: CITY
Cycle: AMNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0241918	03/30/23	P	Complex Appellate Litigation Group LLP	0000030056	77,252.00
<i>Line Description:</i> SoCal Recovery/RAW-Jan 23					
					TOTAL \$77,252.00

0. *

229,823.71 +

591,004.26 +

20,832.65 +

77,252. +

918,912.62 *

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015446	03/31/23	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Apr 23		
015447	03/31/23	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Apr 23		
015448	03/31/23	P	Chris Morris	0000007439	2,500.00
			Line Description: Montijh;u :TD Payment-Apr 23		
015449	03/31/23	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Apr 23		
015450	03/31/23	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Apr 23		
015451	03/31/23	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Apr 23		
015452	03/31/23	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Apr 23		
015453	03/31/23	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay Apr 23		
015454	03/31/23	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay Apr 23		
015455	03/31/23	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Apr 23		

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015456	03/31/23	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payments-Apr 2023		
015457	03/31/23	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay Apr 23		
015458	03/31/23	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Apr 23		
015459	03/31/23	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Apr 23		
015460	03/31/23	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Apr 23		
015461	03/31/23	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Apr 23		
015462	03/31/23	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Apr 23		
015463	03/31/23	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay Apr 23		
015464	03/31/23	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Supplemental Pay Apr 23		
TOTAL					\$20,832.65

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241838	03/31/23	P	Antonio Macias	0000021817	1,047.00
			Line Description: Qtrly Retiree medical payments		
0241839	03/31/23	P	Barbara Tintle	0000016912	807.06
			Line Description: Qtrly Retiree medical payments		
0241840	03/31/23	P	Bonnie Kubota	0000005792	555.05
			Line Description: Qtrly Retiree medical payments		
0241841	03/31/23	P	Bradley Whiteaker	0000000341	807.06
			Line Description: Qtrly Retiree medical payments		
0241842	03/31/23	P	Burton Santee	0000003920	807.06
			Line Description: Qtrly Retiree medical payments		
0241843	03/31/23	P	Chano Camarillo	0000001558	354.26
			Line Description: Qtrly Retiree medical payments		
0241844	03/31/23	P	Chris Holmes	0000002557	446.04
			Line Description: Qtrly Retiree medical payments		
0241845	03/31/23	P	Chris Reed	0000003777	423.56
			Line Description: Qtrly Retiree medical payments		
0241846	03/31/23	P	Dan Mudra	0000006272	942.00
			Line Description: Qtrly Retiree medical payments		
0241847	03/31/23	P	David Alkema	0000000970	681.05
			Line Description: Qtrly Retiree Medical Payments		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241848	03/31/23	P	Deanna Reed	0000002777	555.05
			Line Description: Qtrly Retiree Medical Payments		
0241849	03/31/23	P	Dennis Barton	0000001209	208.53
			Line Description: Qtrly Retiree Medical Payments		
0241850	03/31/23	P	Diane J Moore	0000003221	261.08
			Line Description: Qtrly Retiree Medical Payments		
0241851	03/31/23	P	Don Boynton	0000015805	312.45
			Line Description: Qtrly Retiree Medical Payments		
0241852	03/31/23	P	Eric Engle	0000002128	520.44
			Line Description: Qtrly Retiree Medical Payments		
0241853	03/31/23	P	Frank Rudisill	0000003871	787.77
			Line Description: Qtrly Retiree Medical Payments		
0241854	03/31/23	P	Frederick Merrill	0000005365	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
0241855	03/31/23	P	Fredric Wagner	0000004444	1,009.50
			Line Description: Qtrly Retiree Medical Payments		
0241856	03/31/23	P	Gary Bray	0000005933	787.77
			Line Description: Qtrly Retiree Medical Payments		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241857	03/31/23	P	Gary Golson	0000002370	492.05
			Line Description: Qtrly Retiree Medical Payments		
0241858	03/31/23	P	Glen Stroud	0000006152	523.55
			Line Description: Qtrly Retiree Medical Payments		
0241859	03/31/23	P	Harold Arnold	0000001076	807.06
			Line Description: Qtrly Retiree Medical Payments		
0241860	03/31/23	P	Harold Newbern	0000013391	807.06
			Line Description: Qtrly Retiree Medical Payments		
0241861	03/31/23	P	Henry Santo	0000003921	942.00
			Line Description: Qtrly Retiree Medical Payments		
0241862	03/31/23	P	James Boucher	0000021818	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
0241863	03/31/23	P	James Parnell	0000003558	492.05
			Line Description: Qtrly Retiree Medical Payments		
0241864	03/31/23	P	James Solliday	0000015717	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
0241865	03/31/23	P	Jeffrey Horn	0000009003	697.05
			Line Description: Qtrly Retiree Medical Payments		
0241866	03/31/23	P	John E Fitzpatrick	0000002234	807.06
			Line Description: Qtrly Retiree Medical Pyments		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt.
0241867	03/31/23	P	John Pherrin	0000006031	618.05
			Line Description: Qtrly Retiree Medical Pymnts		
0241868	03/31/23	P	Karin Robinson	0000008079	266.23
			Line Description: Qtrly Retiree Medical Pymnts		
0241869	03/31/23	P	Karl J Verhoef	0000004410	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241870	03/31/23	P	Keith M Jones	0000002776	942.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241871	03/31/23	P	Kenneth Soltis	0000007968	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
0241872	03/31/23	P	Kevin Gleason	0000006350	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241873	03/31/23	P	Klaus Straschil	0000004169	492.05
			Line Description: Qtrly Retiree Medical Pymnts		
0241874	03/31/23	P	Larry Arruda	0000001080	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
0241875	03/31/23	P	Larry M Hicks	0000002525	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241876	03/31/23	P	Lawrence P Torres	0000004278	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241877	03/31/23	P	Lawrence Stice	0000015806	942.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241878	03/31/23	P	Lou Steiner	0000005965	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
0241879	03/31/23	P	Marilyn Ellis-Hollobaugh	0000002108	492.05
			Line Description: Qtrly Retiree Medical Pymnts		
0241880	03/31/23	P	Merton Switzer	0000004204	184.31
			Line Description: Qtrly Retiree Medical Pymnts		
0241881	03/31/23	P	Michael Basso	0000021265	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241882	03/31/23	P	Michael Moran	0000018227	446.04
			Line Description: Qtrly Retiree Medical Pymnts		
0241883	03/31/23	P	Michael Swanson	0000006237	1,009.50
			Line Description: Qtrly Retiree Medical Pymnts		
0241884	03/31/23	P	Michael Treanor	0000006788	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
0241885	03/31/23	P	Michael V Ginther	0000002339	807.06
			Line Description: Qtrly Retiree Medical Pymnts		

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>
0241886	03/31/23	P	Michael W Carver	0000001599	765.10
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241887	03/31/23	P	Neil Leveratt	0000002948	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241888	03/31/23	P	Pamela S Greene	0000005256	288.71
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241889	03/31/23	P	Patricia Novack	0000012034	744.06
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241890	03/31/23	P	Perry J Grant	0000008771	744.06
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241891	03/31/23	P	Peter Merritt	0000005114	787.77
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241892	03/31/23	P	Peter Tenace	0000007198	261.08
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241893	03/31/23	P	Robert B Phillips	0000005388	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241894	03/31/23	P	Robert Beauchamp	0000001223	492.05
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241895	03/31/23	P	Robert Ciszek	0000001670	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241896	03/31/23	P	Robert Fate	0000002183	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
0241897	03/31/23	P	Robert L Taylor	0000006299	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
0241898	03/31/23	P	Roger Neth	0000003312	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
0241899	03/31/23	P	Ronald A Smith	0000004053	446.04
			Line Description: Qtrly Retiree Medical Pymnts		
0241900	03/31/23	P	Rulon Hatch	0000006012	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
0241901	03/31/23	P	Sam Nguyen	0000021573	368.45
			Line Description: Qtrly Retiree Medical Pymnts		
0241902	03/31/23	P	Scott Broussard	0000001420	946.95
			Line Description: Qtrly Retiree Medical Pymnts		
0241903	03/31/23	P	Sheila Maurice	0000003091	261.08
			Line Description: Qtrly Retiree Medical Pymnts		
0241904	03/31/23	P	Stanley Borek	0000001347	345.00
			Line Description: Qtrly Retiree Medical Pymnts		

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>
0241905	03/31/23	P	Steven Spielberg	0000004127	747.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241906	03/31/23	P	Teresa Peterson Goerke	0000016963	396.75
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241907	03/31/23	P	Thomas Banks	0000021751	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241908	03/31/23	P	Thomas Hamilton	0000012365	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241909	03/31/23	P	Thomas MacDuff	0000006064	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241910	03/31/23	P	Thomas Neth	0000007978	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241911	03/31/23	P	Thomas Stewart	0000006560	396.75
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241912	03/31/23	P	Tracy Jones	0000002778	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241913	03/31/23	P	Ursula Basich	0000022488	597.01
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241914	03/31/23	P	Ve Tran	0000004296	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241915	03/31/23	P	Victor Clift	0000008954	366.04
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241916	03/31/23	P	Virginia Anderson	0000008307	208.53
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241917	03/31/23	P	William Todd	0000004269	177.03
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
0241919	03/31/23	P	Advantage Color Graphics	0000025397	20,114.22
			<i>Line Description:</i> SPOTLIGHT MAGAZINE		
0241920	03/31/23	P	Executive Facilities Services Inc	0000029510	48,379.31
			<i>Line Description:</i> Janitorial Svs-Parks		
			Janitorial Services - West Sid		
			Janitorial Svs-Fairview		
			Janitorial Services - DRC		
			Janitorial Services - NHCC		
			Janitorial Services - FS 1-6		
			Janitorial Services - Balearic		
			Janitorial Services - Bridge S		
			Janitorial Services - City Hal		
			Janitorial Services - Communic		
			Janitorial Services - New Corp		
			Janitorial Services - Old Corp		
			Janitorial Services - Police D		
			Janitorial Services - Senior C		
0241921	03/31/23	P	Horizons Construction Co Intl Inc	0000022423	67,579.51

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> JHSC Proj #21-05/700115 Retention #21-05/700115		
0241922	03/31/23	P	National Auto Fleet Group	0000021631	73,616.10
			<i>Line Description:</i> 2023 Chevrolet 2023 Chevrolet		
0241923	03/31/23	P	Newport Center Animal Hospital	0000025961	20,000.00
			<i>Line Description:</i> February 2023 Shelter Srvs		
0241924	03/31/23	P	The Lincoln National Life Insurance Co	0000030039	26,279.94
			<i>Line Description:</i> Critical Ill Ins Mar 23 Accident-Base Ins Prem Mar 23 Shrt Term Dis Insur Prem Mar23		
0241925	03/31/23	P	Three Way Chevrolet Co.	0000030060	63,567.84
			<i>Line Description:</i> SALES TAX (7.75%) CHEVROLET SILVERADO		
0241926	03/31/23	P	Ware Disposal Inc	0000000255	17,654.73
			<i>Line Description:</i> Professional Services Agreemen Bulky Item Collection		
0241927	03/31/23	P	AT & T	0000001107	259.31
			<i>Line Description:</i> Internet Fleet Srvs Internet-Skate Park Camera Internet Fleet Srvs		
0241928	03/31/23	P	AT & T	0000001107	378.26
			<i>Line Description:</i> 911 Cama Trunks 2/14-3/13/23 911 Cama Trunks 3/14-4/13/23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241929	03/31/23	P	AT & T Mobility	0000001107	90.90
			<i>Line Description:</i> Comm Cell Phones 1/12-2/11/23		
0241930	03/31/23	P	Adaptive Digital Systems Inc	0000026072	8,135.13
			<i>Line Description:</i> Sunglass Holder		
			Sales Tax 7.75%		
			Video/Audio Recorder		
0241931	03/31/23	P	American Wireless Construction Inc	0000027394	350.00
			<i>Line Description:</i> Refund Permit PS18-00683		
0241932	03/31/23	P	BC Traffic Specialist	0000022225	748.26
			<i>Line Description:</i> Gloves		
0241933	03/31/23	P	BTAC Training	0000029248	307.50
			<i>Line Description:</i> Fire Investigation Report		
0241934	03/31/23	P	Barbara Duncan	0000026731	20.00
			<i>Line Description:</i> Refund Del Mar Garden Key		
0241935	03/31/23	P	Bob Hall & Associates	0000027193	12,000.00
			<i>Line Description:</i> Recruitment-Real Property Mgr		
			Recruitment-Energy/Sustainabil		
0241936	03/31/23	P	BrightView Landscape Services Inc	0000026055	2,978.21
			<i>Line Description:</i> Backflow Enclosure Repair		
0241937	03/31/23	P	CBE	0000015149	1,736.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Copier Maint 2/5-3/4/23 Copier Maint 2/5-3/4/23 Maint Copier Maint 2/5-3/4/23 Copier Maint 2/5-3/4/23 Copier Maint 2/5-3/4/23 Copier Maint 2/5-3/4/23 Copier Maint 2/5-3/4/23 Copier Maint 2/5-3/4/23		
0241938	03/31/23	P	CSG Consultants Inc	0000001887	553.29
			<i>Line Description:</i> Bldng Plan Review-Feb 23		
0241939	03/31/23	P	California Forensic Phlebotomy Inc	0000001500	6,102.00
			<i>Line Description:</i> Blood Draws-Feb 2023		
0241940	03/31/23	P	Canon Financial Services Inc	0000023241	171.42
			<i>Line Description:</i> Copier Lease 3/20-4/19/23		
0241941	03/31/23	P	Center for Public Safety Excellence Inc	0000029595	6,000.00
			<i>Line Description:</i> CPSE TAP Comm Driven Planning		
0241942	03/31/23	P	Chandler Asset Management	0000022081	4,336.07
			<i>Line Description:</i> Investment Svc-Feb 2023		
0241943	03/31/23	P	CoStar Realty Information Inc	0000024413	600.00
			<i>Line Description:</i> License Agreement		
0241944	03/31/23	P	Costa Mesa Historical Society	0000011266	100.00
			<i>Line Description:</i> Refund Permit 2007495.002		
0241945	03/31/23	P	Daniels Tire Service	0000001922	2,746.37

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Warehouse Stock		
0241946	03/31/23	P	Dell Computer Corp	0000001962	413.76
			<i>Line Description:</i> ELECTRONIC EQUIPMENT		
0241947	03/31/23	P	Dennis Grubb & Associates LLC	0000026619	2,349.84
			<i>Line Description:</i> Plan Check Svc-Feb 23 Replaces Ck #240711		
0241948	03/31/23	P	Eagle Print Dynamics	0000026736	2,592.99
			<i>Line Description:</i> Uniform Uniforms		
0241949	03/31/23	P	Evident Inc	0000026588	120.35
			<i>Line Description:</i> CSI Supplies		
0241950	03/31/23	P	Ford Fleet Care	0000026262	4,461.87
			<i>Line Description:</i> Ford Parts 11/14-12/14/22		
0241951	03/31/23	P	Gillis & Panichapan Architects Inc	0000027487	4,216.15
			<i>Line Description:</i> CMPD Shooting Range Upgrade		
0241952	03/31/23	P	Grainger	0000002393	3,165.20
			<i>Line Description:</i> Hardware Supplies Electrical Supplies Welding Unit-#311		
0241953	03/31/23	P	Hinderliter De Llamas & Associates	0000002537	1,750.00
			<i>Line Description:</i> Cannabis Mgnt-Feb 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241954	03/31/23	P	Image Concepts	0000026883	322.98
			Line Description: Caps Shirt Jackets		
0241955	03/31/23	P	Integrated Impressions	0000003403	2,593.38
			Line Description: Strategic Plan Materials		
0241956	03/31/23	P	Interwest Consulting Group Inc	0000021505	3,750.00
			Line Description: I-450 Widening-Feb 23		
0241957	03/31/23	P	JC Motors	0000020143	1,680.84
			Line Description: Warehouse Stock		
0241958	03/31/23	P	Jurassic Parties	0000029272	425.00
			Line Description: DAY CAMP ENTERTAINMENT		
0241959	03/31/23	P	LEFTA Systems	0000023638	4,095.08
			Line Description: LEFTA FTO SOFTWARE SUPPORT		
0241960	03/31/23	P	LineGear Fire & Rescue Equipment	0000026007	2,347.89
			Line Description: Workrite Uniforms Workrite Uniforms Workrite Uniforms Workrite Uniforms Workrite Uniforms		
0241961	03/31/23	P	Matthew Bender & Co Inc	0000010987	2,709.03
			Line Description: 2023 CA Penal Code Books		
0241962	03/31/23	P	Michael Balliet	0000008858	7,552.50

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Consulting Srvs 11/1-12/31/22 Cnsltng Wste Mngt Dec2022		
0241963	03/31/23	P	Miracle Recreation	0000011640	12,835.99
			<i>Line Description:</i> Playground Equipment & Rplace		
0241964	03/31/23	P	Nico Hospitality LLC	0000028926	3,023.76
			<i>Line Description:</i> CDBG-CV Outreach Client Motel 3/4-3/6/2023 Outreach Client 3/4-3/6/23 Outreach Client Sta 3/1-3/13/23 Covid Motel Stay		
0241965	03/31/23	P	Nikkis Flags	0000003354	870.44
			<i>Line Description:</i> Warehouse Floor Stock		
0241966	03/31/23	P	Omari Smith	0000029906	90.00
			<i>Line Description:</i> Basketball Referee-3/27/23 Basketball Referee-3/22/23		
0241967	03/31/23	P	Orange Coast Plumbing Inc	0000009431	1,895.00
			<i>Line Description:</i> Citywide Plumbing Service		
0241968	03/31/23	P	Orange County Mosquito & Vector Control	0000021750	292.11
			<i>Line Description:</i> FVP Pest Inspection Feb 2023		
0241969	03/31/23	P	PVP Communications Inc	0000006558	137.92
			<i>Line Description:</i> Helmet Pads		
0241970	03/31/23	P	Penhall Company	0000003586	3,513.25
			<i>Line Description:</i> Sidewalk Grinding for Lifted S		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241971	03/31/23	P	Phone Supplements Inc	0000003625	425.40
			Line Description: Supplies for Comm (Partial)		
0241972	03/31/23	P	Premier Security Services Inc	0000002633	800.88
			Line Description: Panic Buttons HR		
0241973	03/31/23	P	Priority Landscape Services LLC	0000026592	2,976.00
			Line Description: Landscape Maint FVP Feb 23		
0241974	03/31/23	P	Roadline Products Inc USA	0000003830	9,469.51
			Line Description: Roadline Products		
0241975	03/31/23	P	Rosa Sandoval	0000013151	500.00
			Line Description: Refund Permit 2007521.002		
0241976	03/31/23	P	Sagecrest Planning & Environmental	0000025748	10,764.00
			Line Description: LMS Consulting Srvs- Victor		
0241977	03/31/23	P	Sean Simon	0000029869	90.00
			Line Description: Basketball Referee-3/27/23 basketball Referee-3/22/23		
0241978	03/31/23	P	Smashvent LLC	0000029395	650.00
			Line Description: Nerf Party 1/6/23 @BCC		
0241979	03/31/23	P	Southern California Edison Company	0000004088	2,548.68
			Line Description: 735 Baker 2/21-3/21/23 555 1/2 Paularino 2/22-3/22/23		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 1570 Adams 2/21-3/21/23 2301 Harbor 2/23-3/23/23		
0241980	03/31/23	P	Southern California Gas Company	0000004092	11,334.32
			Line Description: Sr Cntr 2/21-3/22/23 FS #5 2/22-3/23/23 567 W 18th 2/21-3/22/23 FS #3 2/21-3/22/23 FS #4 2/22-3/23/23 PD 2/22-3/23/23 2300 Placentia 2/22-3/23/23 2310 Placentia 2/22-3/23/23 Historical Soc 2/21-3/22/23 Telecomm 2/22-3/23/23 NHCC 2/21-3/22/23 DRC Pool 2/21-3/22/23 721 James 2/21-3/22/23 717 James 2/21-3/22/23 DRC 2/21-3/22/23		
0241981	03/31/23	P	Spectrum Gas Products	0000012653	303.24
			Line Description: Oxygen Medical Oxygen Medical		
0241982	03/31/23	P	State of California Dept of Justice	0000001534	392.00
			Line Description: Livescan/Fingerprinting Servic		
0241983	03/31/23	P	TJ Janca Construction Inc	0000015573	5,122.00
			Line Description: Rubber Surface Repairs @ Angel		
0241984	03/31/23	P	The Home Depot Credit Services	0000002560	10,784.49
			Line Description: Tools-Police Ops Tech/Ma Auto Parts/Supp-Equip Maint Hardware Supplies-Bldg Maint		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		<i>Line Description:</i>	Hardware Supplies-Park Maint Inventory Purchase-Warehouse Agriculture- Park Maint Tools-Park Maint Plumbing Supplies-Bldg Maint Gen Supplies-Graffiti Abatemen Electrical Supplies-Park Maint Electrical Supplies-Bldg Maint Tools- Fire Response/Control General Supplies-Street Maint		
0241985	03/31/23	P	Townsend Public Affairs Inc	0000021510	6,500.00
		<i>Line Description:</i>	Grant Writing & Legislative Ma		
0241986	03/31/23	P	Transportation Charter Services Inc	0000012681	1,171.87
		<i>Line Description:</i>	TRANSPORTATION SERVICES		
0241987	03/31/23	P	Tripepi Smith & Assoices Inc	0000029704	11,625.00
		<i>Line Description:</i>	Recycling Advisory Recycling Svcs		
0241988	03/31/23	P	Verified First LLC	0000027240	90.00
		<i>Line Description:</i>	Pre-Employment Credit Checks		
0241989	03/31/23	P	Vulcan Materials Company	0000007403	140.71
		<i>Line Description:</i>	Asphalt Potholes Sidewalk Ramp		
0241990	03/31/23	P	Waterline Technologies Inc	0000014520	442.32
		<i>Line Description:</i>	Chemical Deliveries		
0241991	03/31/23	P	Youngblood & Associates	0000029630	2,100.00
		<i>Line Description:</i>	Pre-Employments Polygraphs		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 19

Run Date Mar 30, 2023

Run Time 3:38:10 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>
0241992	03/31/23	P	Zoll Medical Corporation	0000021290	5,049.06
		<i>Line Description:</i>	Auto Pulse Battery		
			Auto Pulse Accessories		
					<u>TOTAL \$591,004.26</u>

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
015165	03/31/23	P	Albert Spencer	0000004120	1,030.00
			Line Description: Qtrly Retiree Medical Pymnts		
015166	03/31/23	P	Allan L Roeder	0000003720	807.06
			Line Description: Qtrly Retiree medical payments		
015167	03/31/23	P	Allen D Huggins	0000002589	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
015168	03/31/23	P	Andres Sepulveda	0000003988	1,047.00
			Line Description: Qtrly Retiree medical payments		
015169	03/31/23	P	Andrew Chaikley	0000025404	747.00
			Line Description: Qtrly Retiree medical payments		
015170	03/31/23	P	Ann Shultz	0000006607	765.10
			Line Description: Qtrly Retiree medical payments		
015171	03/31/23	P	Anna Rodriguez	0000026586	1,047.00
			Line Description: Qtrly Retiree medical payments		
015172	03/31/23	P	Arthur V Beames Jr	0000017738	28.65
			Line Description: Qtrly Retiree medical payments		
015173	03/31/23	P	Baltazar Mejia	0000023439	1,047.00
			Line Description: Qtrly Retiree medical payments		
015174	03/31/23	P	Betty Garcia	0000024432	646.95
			Line Description: Qtrly Retiree medical payments		

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>
015175	03/31/23	P	Bobby Y Masuzumi	0000003081	1,047.00
			<i>Line Description:</i> Qtrly Retiree medical payments		
015176	03/31/23	P	Brad Edwards	0000022130	622.38
			<i>Line Description:</i> Qtrly Retiree medical payments		
015177	03/31/23	P	Brent McKinley	0000007051	1,047.00
			<i>Line Description:</i> Qtrly Retiree medical payments		
015178	03/31/23	P	Brian W Roberts	0000006274	807.06
			<i>Line Description:</i> Qtrly Retiree medical payments		
015179	03/31/23	P	Bruce Hartley	0000011119	283.48
			<i>Line Description:</i> Qtrly Retiree medical payments		
015180	03/31/23	P	Bruce McGregor	0000011206	1,047.00
			<i>Line Description:</i> Qtrly Retiree medical payments		
015181	03/31/23	P	Bruce R Ballinger	0000001167	492.05
			<i>Line Description:</i> Qtrly Retiree medical payments		
015182	03/31/23	P	Bruce Radomski	0000003742	1,047.00
			<i>Line Description:</i> Qtrly Retiree medical payments		
015183	03/31/23	P	Bruce W Covey	0000013041	765.10
			<i>Line Description:</i> Qtrly Retiree medical payments		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015184	03/31/23	P	Bryan Glass	0000002342	1,047.00
			Line Description: Qtrly Retiree medical payments		
015185	03/31/23	P	Cameron Phillips	0000005875	897.00
			Line Description: Qtrly Retiree medical payments		
015186	03/31/23	P	Carl McConnell	0000013933	942.00
			Line Description: Qtrly Retiree medical payments		
015187	03/31/23	P	Charles A Bassett	0000011742	807.06
			Line Description: Qtrly Retiree medical payments		
015188	03/31/23	P	Charles F Carr	0000006236	859.50
			Line Description: Qtrly Retiree medical payments		
015189	03/31/23	P	Charles J Oliver Jr	0000009684	547.05
			Line Description: Qtrly Retiree medical payments		
015190	03/31/23	P	Charlotte Blueell	0000008644	807.06
			Line Description: Qtrly Retiree medical payments		
015191	03/31/23	P	Cherie M Pittington	0000003641	1,047.00
			Line Description: Qtrly Retiree medical payments		
015192	03/31/23	P	Cheryl R Helwig	0000006915	471.00
			Line Description: Qtrly Retiree medical payments		
015193	03/31/23	P	Chris Goldsworthy	0000029067	847.05
			Line Description: Qtrly Retiree medical payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015194	03/31/23	P	Christina Powell OBrien	0000016961	429.04
			Line Description: Qtrly Retiree medical payments		
015195	03/31/23	P	Christopher B Bates	0000001213	1,047.00
			Line Description: Qtrly Retiree medical payments		
015196	03/31/23	P	Christopher G Walk	0000004450	1,071.00
			Line Description: Qtrly Retiree medical payments		
015197	03/31/23	P	Christopher J Boyd	0000001363	807.06
			Line Description: Qtrly Retiree medical payments		
015198	03/31/23	P	Christopher K Brimhall	0000001402	1,047.00
			Line Description: Qtrly Retiree medical payments		
015199	03/31/23	P	Christopher Kudelka	0000005822	1,047.00
			Line Description: Qtrly Retiree medical payments		
015200	03/31/23	P	Clay G Epperson	0000002141	1,047.00
			Line Description: Qtrly Retiree medical payments		
015201	03/31/23	P	Corrie Viera	0000019128	446.04
			Line Description: Qtrly Retiree medical payments		
015202	03/31/23	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
015203	03/31/23	P	D Dennis Johnson	0000011317	639.09
			Line Description: Qtrly Retiree medical payments		
015204	03/31/23	P	Dale H Ashley	0000010564	681.05
			Line Description: Qtrly Retiree medical payments		
015205	03/31/23	P	Dale R Birney	0000001277	807.06
			Line Description: Qtrly Retiree medical payments		
015206	03/31/23	P	Dan Stevenson	0000013602	639.09
			Line Description: Qtrly Retiree medical payments		
015207	03/31/23	P	Dana Potts	0000008186	847.05
			Line Description: Qtrly Retiree medical payments		
015208	03/31/23	P	Dane Bora	0000001344	1,047.00
			Line Description: Qtrly Retiree medical payments		
015209	03/31/23	P	Danny Hogue	0000006802	618.05
			Line Description: Qtrly Retiree medical payments		
015210	03/31/23	P	Darlene Bell	0000005602	177.03
			Line Description: Qtrly Retiree medical payments		
015211	03/31/23	P	Darrel Raney	0000005800	1,047.00
			Line Description: Qtrly Retiree medical payments		
015212	03/31/23	P	David A Dye	0000002065	807.06
			Line Description: Qtrly Retiree Medical Payments		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015213	03/31/23	P	David C Goerke	0000009386	807.06
			Line Description: Qtrly Retiree Medical Payments		
015214	03/31/23	P	David Hollister	0000021620	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015215	03/31/23	P	David K Makiyama	0000003041	997.05
			Line Description: Qtrly Retiree Medical Payments		
015216	03/31/23	P	David Maurer	0000007564	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015217	03/31/23	P	David S Andersen	0000001040	897.00
			Line Description: Qtrly Retiree Medical Payments		
015218	03/31/23	P	David Sorge	0000004068	326.20
			Line Description: Qtrly Retiree medical payments		
015219	03/31/23	P	David Tait	0000022487	807.06
			Line Description: Qtrly Retiree Medical Payments		
015220	03/31/23	P	Dawna Myers	0000003273	946.95
			Line Description: Qtrly Retiree Medical Payments		
015221	03/31/23	P	Deborah Zimmerman	0000023438	847.05
			Line Description: Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015222	03/31/23	P	Debra Yasui	0000007276	897.00
			Line Description: Qtrly Retiree Medical Payments		
015223	03/31/23	P	Dee Dee H Nelson	0000006575	158.07
			Line Description: Qtrly Retiree Medical Payments		
015224	03/31/23	P	Dennis B Sanders	0000003910	205.56
			Line Description: Qtrly Retiree Medical Payments		
015225	03/31/23	P	Diane Butler	0000008078	366.04
			Line Description: Qtrly Retiree Medical Payments		
015226	03/31/23	P	Diane M Jarrett	0000007645	555.05
			Line Description: Qtrly Retiree Medical Payments		
015227	03/31/23	P	Don Holford	0000006025	266.23
			Line Description: Qtrly Retiree Medical Payments		
015228	03/31/23	P	Donald B Brown	0000004900	807.06
			Line Description: Qtrly Retiree Medical Payments		
015229	03/31/23	P	Doneen J Westenhaver	0000009746	296.17
			Line Description: Qtrly Retiree Medical Payments		
015230	03/31/23	P	Donna J Theriault	0000005411	807.06
			Line Description: Qtrly Retiree Medical Payments		
015231	03/31/23	P	Doug Johnson	0000005743	1,047.00
			Line Description: Qtrly Retiree Medical Payments		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015232	03/31/23	P	Doug Lovell	0000018477	343.14
			Line Description: Qtrly Retiree Medical Payments		
015233	03/31/23	P	Doug Prochnow	0000012127	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015234	03/31/23	P	Douglas Wilson	0000006759	401.09
			Line Description: Qtrly Retiree Medical Payments		
015235	03/31/23	P	Edward H Hunter	0000002597	681.05
			Line Description: Qtrly Retiree Medical Payments		
015236	03/31/23	P	Edward Petros	0000003615	723.01
			Line Description: Qtrly Retiree Medical Payments		
015237	03/31/23	P	Edward W Lewis	0000002956	492.05
			Line Description: Qtrly Retiree Medical Payments		
015238	03/31/23	P	Elaine C Chiang	0000007135	26.46
			Line Description: Qtrly Retiree Medical Payments		
015239	03/31/23	P	Ellen M Fenwick	0000023268	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015240	03/31/23	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
015241	03/31/23	P	Eric McVey	0000007918	897.00
			Line Description: Qtrly Retiree Medical Payments		
015242	03/31/23	P	Ernesto A Munoz	0000003261	465.12
			Line Description: Qtrly Retiree Medical Payments		
015243	03/31/23	P	Florine T Reichle	0000003787	692.82
			Line Description: Qtrly Retiree Medical Payments		
015244	03/31/23	P	Frank Barraza	0000026939	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015245	03/31/23	P	Frank Fantino	0000005635	775.56
			Line Description: Qtrly Retiree Medical Payments		
015246	03/31/23	P	Frederick T Seguin	0000003981	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015247	03/31/23	P	Gaetano Russo	0000019793	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015248	03/31/23	P	Gary Mc Erlain	0000017407	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015249	03/31/23	P	Gary Wong	0000012009	356.14
			Line Description: Qtrly Retiree Medical Payments		
015250	03/31/23	P	Gene Barbee	0000001188	756.75
			Line Description: Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015251	03/31/23	P	George A Rose	0000007595	946.95
			Line Description: Qtrly Retiree Medical Payments		
015252	03/31/23	P	George J Yezbick Jr	0000005045	681.05
			Line Description: Qtrly Retiree Medical Payments		
015253	03/31/23	P	Georgia A Ethier	0000002154	807.06
			Line Description: Qtrly Retiree Medical Payments		
015254	03/31/23	P	Gerald S Vasquez	0000006833	807.06
			Line Description: Qtrly Retiree Medical Payments		
015255	03/31/23	P	Gerald W Stucky	0000004172	807.06
			Line Description: Qtrly Retiree Medical Payments		
015256	03/31/23	P	Gerard J Stukkie	0000004174	787.77
			Line Description: Qtrly Retiree Medical Payments		
015257	03/31/23	P	Gina Clark	0000021699	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015258	03/31/23	P	Gregg A Steward	0000004159	807.06
			Line Description: Qtrly Retiree Medical Payments		
015259	03/31/23	P	Gregory Beutz	0000001261	1,047.00
			Line Description: Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015260	03/31/23	P	Gregory J Edwards	0000001384	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015261	03/31/23	P	Gregory Knackert	0000017588	807.06
			Line Description: Qtrly Retiree Medical Payments		
015262	03/31/23	P	Gregory LaFave	0000014549	547.05
			Line Description: Qtrly Retiree Medical Payments		
015263	03/31/23	P	Gregory P Scott	0000003963	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015264	03/31/23	P	H Michael Griffin	0000006936	86.42
			Line Description: Qtrly Retiree Medical Payments		
015265	03/31/23	P	Harlan Pauley	0000003569	649.55
			Line Description: Qtrly Retiree Medical Payments		
015266	03/31/23	P	Helen Nenadal	0000022319	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015267	03/31/23	P	Helene Rosenbaum	0000003861	177.03
			Line Description: Qtrly Retiree Medical Payments		
015268	03/31/23	P	Herbert C Ohde Jr	0000003399	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015269	03/31/23	P	Holly L Carver	0000001597	1,047.00
			Line Description: Qtrly Retiree Medical Payments		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Run Date Mar 30, 2023

Cycle: ADDEP1

Run Time 3:41:17 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015270	03/31/23	P	Jack D Schultt	0000003952	807.06
			Line Description: Qtrly Retiree Medical Payments		
015271	03/31/23	P	Jack Koch	0000002859	492.05
			Line Description: Qtrly Retiree Medical Payments		
015272	03/31/23	P	Jack L Archer	0000001062	807.06
			Line Description: Qtrly Retiree Medical Payments		
015273	03/31/23	P	Jack T Stewart	0000013411	340.07
			Line Description: Qtrly Retiree Medical Payments		
015274	03/31/23	P	James C Wysong	0000004594	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015275	03/31/23	P	James D Watson	0000004476	807.06
			Line Description: Qtrly Retiree Medical Payments		
015276	03/31/23	P	James E Higgins Jr	0000007687	807.06
			Line Description: Qtrly Retiree Medical Payments		
015277	03/31/23	P	James M Ellis	0000002107	807.06
			Line Description: Qtrly Retiree Medical Payments		
015278	03/31/23	P	James M Gottenbos	0000002385	356.14
			Line Description: Qtrly Retiree Medical Payments		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015279	03/31/23	P	James Morrison	0000010566	396.75
			Line Description: Qtrly Retiree Medical Payments		
015280	03/31/23	P	James N Dibble	0000005626	744.06
			Line Description: Qtrly Retiree Medical Payments		
015281	03/31/23	P	James R Wilke Jr	0000004555	522.00
			Line Description: Qtrly Retiree Medical Payments		
015282	03/31/23	P	James T Warnack	0000004465	807.06
			Line Description: Qtrly Retiree Medical Payments		
015283	03/31/23	P	Jana L Cacho	0000010556	369.09
			Line Description: Qtrly Retiree Medical Payments		
015284	03/31/23	P	Jane Duenweg	0000021556	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015285	03/31/23	P	Jeanette Chervony	0000018986	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015286	03/31/23	P	Jeanette Zangger	0000006655	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015287	03/31/23	P	Jeff B Janzen	0000002735	1,047.00
			Line Description: Qtrly Retiree Medical Payments		
015288	03/31/23	P	Jeffery E Skee	0000005410	972.00
			Line Description: Qtrly Retiree Medical Payments		

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>
015289	03/31/23	P	Jeffrey J McCann	0000003101	997.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015290	03/31/23	P	Jeffrey T Peters	0000003608	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015291	03/31/23	P	Jerauld D Holloway	0000002556	492.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015292	03/31/23	P	Jerry A Scheer	0000007789	397.54
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015293	03/31/23	P	John Bull	0000003233	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015294	03/31/23	P	John D Hensley	0000013672	387.08
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015295	03/31/23	P	John F Downey	0000009004	446.04
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015296	03/31/23	P	John K Susman	0000006349	396.75
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
015297	03/31/23	P	John L Skinner	0000004038	492.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015298	03/31/23	P	John S Michalec	0000019250	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015299	03/31/23	P	John W Mullin	0000010568	946.95
			Line Description: Qtrly Retiree Medical Payments		
015300	03/31/23	P	Jon B Whitcomb	0000005651	942.00
			Line Description: Qtrly Retiree Medical Pyments		
015301	03/31/23	P	Jon Doezie	0000009385	847.05
			Line Description: Qtrly Retiree Medical Pyments		
015302	03/31/23	P	Jose Tovar	0000004283	492.05
			Line Description: Qtrly Retiree Medical Pyments		
015303	03/31/23	P	Judith G Covey	0000009690	523.55
			Line Description: Qtrly Retiree Medical Pyments		
015304	03/31/23	P	Judy Vickers	0000007219	547.05
			Line Description: Qtrly Retiree Medical Pyments		
015305	03/31/23	P	Karen L Adams	0000000899	303.04
			Line Description: Qtrly Retiree Medical Pyments		
015306	03/31/23	P	Karen S Goeltsch	0000013935	765.10
			Line Description: Qtrly Retiree Medical Pyments		
015307	03/31/23	P	Kathleen Ulrich	0000025407	429.04
			Line Description: Qtrly Retiree Medical Pyments		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: 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>
015308	03/31/23	P	Kayoko Hayman	0000005785	618.05
			<i>Line Description:</i> Qtrly Retiree Medi2nd Qtr 2023		
015309	03/31/23	P	Keith Davis	0000008187	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
015310	03/31/23	P	Kelly Vucinic	0000010967	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
015311	03/31/23	P	Kevin Diamond	0000001989	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
015312	03/31/23	P	Kevin T Meng	0000003133	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
015313	03/31/23	P	Kurt Lystne	0000008712	796.95
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
015314	03/31/23	P	Lance Nakamoto	0000003280	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
015315	03/31/23	P	Larry Bell	0000007802	85.15
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		
015316	03/31/23	P	Larry Dreiman	0000018972	747.00
			<i>Line Description:</i> Qtrly Retiree Medical Pyments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015317	03/31/23	P	Laura Ginther	0000023134	555.05
			Line Description: Qtrly Retiree Medical Pymnts		
015318	03/31/23	P	Lawrence N Hennen	0000002506	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
015319	03/31/23	P	Leonard Goodsir	0000002378	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
015320	03/31/23	P	Lily Martinez	0000003071	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
015321	03/31/23	P	Linda A Matthews	0000003089	484.50
			Line Description: Qtrly Retiree Medical Pymnts		
015322	03/31/23	P	Linda F Divino	0000009007	153.85
			Line Description: Qtrly Retiree Medical Pymnts		
015323	03/31/23	P	Loren P Wyrick	0000004593	446.04
			Line Description: Qtrly Retiree Medical Pymnts		
015324	03/31/23	P	Madeline A Miller	0000003179	639.09
			Line Description: Qtrly Retiree Medical Pymnts		
015325	03/31/23	P	Maher Nawar	0000004714	807.06
			Line Description: Qtrly Retiree Medical Pymnts		
015326	03/31/23	P	Mamo D Arruda	0000001081	303.04
			Line Description: Qtrly Retiree Medical Pymnts		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015327	03/31/23	P	Marc Yuhasz	0000004609	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015328	03/31/23	P	Marguerite De La Torre	0000004997	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015329	03/31/23	P	Marie Thompson	0000000038	86.42
			Line Description: Qtrly Retiree Medical Pyments		
015330	03/31/23	P	Marilyn Golden	0000017028	387.08
			Line Description: Qtrly Retiree Medical Pyments		
015331	03/31/23	P	Marilyn Guimond	0000015161	206.27
			Line Description: Qtrly Retiree Medical Pyments		
015332	03/31/23	P	Marilyn K Sutton	0000004201	555.05
			Line Description: Qtrly Retiree Medical Pyments		
015333	03/31/23	P	Martin P Carver	0000001598	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015334	03/31/23	P	Marty Huguenin	0000002591	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015335	03/31/23	P	Mary R Delaney	0000015807	387.08
			Line Description: Qtrly Retiree Medical Pyments		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015336	03/31/23	P	Matthew J Collett	0000001720	744.06
			Line Description: Qtrly Retiree Medical Pyments		
015337	03/31/23	P	Mel Lee	0000010320	847.05
			Line Description: Qtrly Retiree Medical Pyments		
015338	03/31/23	P	Meloni Smith McMinimy	0000006847	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015339	03/31/23	P	Michael A Cacho	0000001471	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015340	03/31/23	P	Michael A Cohen	0000006586	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015341	03/31/23	P	Michael A Guevara	0000005099	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015342	03/31/23	P	Michael R Balsis	0000009424	547.05
			Line Description: Qtrly Retiree Medical Pyments		
015343	03/31/23	P	Michael S Fantozzi	0000004715	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015344	03/31/23	P	Michael S Hastert	0000006107	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015345	03/31/23	P	Michael T Dyer	0000002067	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		

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>
015346	03/31/23	P	Mitchell B Johnson	0000002770	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015347	03/31/23	P	Morris House	0000002578	681.05
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015348	03/31/23	P	Muriel Ullman	0000001244	345.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015349	03/31/23	P	Nancy M Croft	0000016184	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015350	03/31/23	P	Norman K Schurb	0000003957	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015351	03/31/23	P	Olivia Ramirez	0000003750	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015352	03/31/23	P	Patricia J Steele	0000014443	471.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015353	03/31/23	P	Patty R Brown	0000001423	492.05
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015354	03/31/23	P	Paul Beckman	0000005998	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015355	03/31/23	P	Paul Dondero	0000002023	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015356	03/31/23	P	Paul Moody	0000008766	942.00
			Line Description: Qtrly Retiree Medical Pyments		
015357	03/31/23	P	Paul V Starn	0000010841	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015358	03/31/23	P	Perry L Valantine	0000004384	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015359	03/31/23	P	Peter Czenze	0000013313	725.13
			Line Description: Qtrly Retiree Medical Pyments		
015360	03/31/23	P	Peter Naghavi	0000007860	356.14
			Line Description: Qtrly Retiree Medical Pyments		
015361	03/31/23	P	Phil Dickens	0000005801	649.55
			Line Description: Qtrly Retiree Medical Pyments		
015362	03/31/23	P	Philip Hartman	0000002474	396.75
			Line Description: Qtrly Retiree Medical Pyments		
015363	03/31/23	P	Philip T Worsman	0000004585	712.56
			Line Description: Qtrly Retiree Medical Pyments		
015364	03/31/23	P	Phillip R Schmuck	0000003947	430.60
			Line Description: Qtrly Retiree Medical Pyments		

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>
015365	03/31/23	P	Phyllis Schiel	0000023427	296.17
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015366	03/31/23	P	Randall Buck	0000005730	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015367	03/31/23	P	Randall J Croll	0000013426	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015368	03/31/23	P	Raul Perez	0000012128	326.20
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015369	03/31/23	P	Raymond T Pawloski	0000003572	356.14
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015370	03/31/23	P	Rebekah Tapie	0000004719	303.04
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015371	03/31/23	P	Rene Carrera	0000029400	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015372	03/31/23	P	Renee K Farden	0000016962	555.05
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015373	03/31/23	P	Richard Allum	0000000987	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015374	03/31/23	P	Richard Boucher	0000014716	396.75
			Line Description: Qtrly Retiree Medical Pymnts		
015375	03/31/23	P	Richard J Johnson	0000005620	775.56
			Line Description: Qtrly Retiree Medical Pymnts		
015376	03/31/23	P	Richard Kirkbride	0000007614	56.85
			Line Description: Qtrly Retiree Medical Pymnts		
015377	03/31/23	P	Richard Simons	0000022287	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
015378	03/31/23	P	Robert Bork	0000001350	765.10
			Line Description: Qtrly Retiree Medical Pymnts		
015379	03/31/23	P	Robert Crogan	0000001876	269.29
			Line Description: Qtrly Retiree Medical Pymnts		
015380	03/31/23	P	Robert F O'Brien	0000012731	184.31
			Line Description: Qtrly Retiree Medical Pymnts		
015381	03/31/23	P	Robert Gagne	0000002291	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		
015382	03/31/23	P	Robert Hanson	0000014289	1,396.00
			Line Description: Qtrly Retiree Medical Pymnts		
015383	03/31/23	P	Robert J Durham	0000006151	1,047.00
			Line Description: Qtrly Retiree Medical Pymnts		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015384	03/31/23	P	Robert J Pesce	0000003604	446.04
			Line Description: Qtrly Retiree Medical Pyments		
015385	03/31/23	P	Robert Pignone	0000003634	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015386	03/31/23	P	Robert Sharpnack	0000004004	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015387	03/31/23	P	Robert Van Sickle	0000004394	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015388	03/31/23	P	Robert W Reynolds	0000003801	942.00
			Line Description: Qtrly Retiree Medical Pyments		
015389	03/31/23	P	Robert W Stinman	0000018058	787.77
			Line Description: Qtrly Retiree Medical Pyments		
015390	03/31/23	P	Robindale Shepherd	0000009851	632.70
			Line Description: Qtrly Retiree Medical Pyments		
015391	03/31/23	P	Ronald Cloe	0000001693	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015392	03/31/23	P	Ronald J Chamberlin	0000014890	547.05
			Line Description: Qtrly Retiree Medical Pyments		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015393	03/31/23	P	Ronald P Stone	0000004167	796.95
			Line Description: Qtrly Retiree Medical Pyments		
015394	03/31/23	P	Ronald Penley	0000024437	496.02
			Line Description: Qtrly Retiree Medical Pyments		
015395	03/31/23	P	Rosemary Dodson	0000012364	513.09
			Line Description: Qtrly Retiree Medical Pyments		
015396	03/31/23	P	Rosemary Vidales	0000004418	784.50
			Line Description: Qtrly Retiree Medical Pyments		
015397	03/31/23	P	Ross E McKelvey	0000009897	744.06
			Line Description: Qtrly Retiree Medical Pyments		
015398	03/31/23	P	Russell C Parker	0000007435	446.04
			Line Description: Qtrly Retiree Medical Pyments		
015399	03/31/23	P	Russell J Yankie	0000015036	396.75
			Line Description: Qtrly Retiree Medical Pyments		
015400	03/31/23	P	Sandi Lishka	0000015808	597.01
			Line Description: Qtrly Retiree Medical Pyments		
015401	03/31/23	P	Sandra B Benson	0000006459	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015402	03/31/23	P	Scott A May	0000003092	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015403	03/31/23	P	Shawn Brosamer	0000001416	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015404	03/31/23	P	Shawn Leffingwell	0000006331	997.05
			Line Description: Qtrly Retiree Medical Pyments		
015405	03/31/23	P	Stephen G Calles	0000009071	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015406	03/31/23	P	Stephen R Tiedeman	0000004258	942.00
			Line Description: Qtrly Retiree Medical Pyments		
015407	03/31/23	P	Stephen Ridgway	0000003815	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015408	03/31/23	P	Steven Feather	0000002187	897.00
			Line Description: Qtrly Retiree Medical Pyments		
015409	03/31/23	P	Steven Labbitt	0000002887	972.00
			Line Description: Qtrly Retiree Medical Pyments		
015410	03/31/23	P	Stewart C Godshall	0000002355	639.09
			Line Description: Qtrly Retiree Medical Pyments		
015411	03/31/23	P	Sue Hupp	0000001879	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015412	03/31/23	P	Susan Baldwin	0000010199	261.08
			Line Description: Qtrly Retiree Medical Pyments		
015413	03/31/23	P	Susan L Larimore	0000002911	387.08
			Line Description: Qtrly Retiree Medical Pyments		
015414	03/31/23	P	Thanh P Bui	0000005710	620.10
			Line Description: Qtrly Retiree Medical Pyments		
015415	03/31/23	P	Thomas C Wood	0000004757	471.00
			Line Description: Qtrly Retiree Medical Pyments		
015416	03/31/23	P	Thomas Clevenger	0000009747	709.50
			Line Description: Qtrly Retiree Medical Pyments		
015417	03/31/23	P	Thomas J Lazar	0000002925	744.06
			Line Description: Qtrly Retiree Medical Pyments		
015418	03/31/23	P	Thomas K Coute Sr	0000009384	634.50
			Line Description: Qtrly Retiree Medical Pyments		
015419	03/31/23	P	Thomas R Caldwell	0000012035	1,009.50
			Line Description: Qtrly Retiree Medical Pyments		
015420	03/31/23	P	Timothy Schennum	0000003943	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015421	03/31/23	P	Timothy Starn	0000005549	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		

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>
015422	03/31/23	P	Timothy Sweet	0000015387	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015423	03/31/23	P	Tom A Curtis	0000001898	396.75
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015424	03/31/23	P	Tom G Winter	0000005460	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015425	03/31/23	P	Trudy E Nuzum	0000003379	460.54
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015426	03/31/23	P	Vernon D Hupp	0000002604	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015427	03/31/23	P	Victor Hernandez	0000015946	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015428	03/31/23	P	Walter M Dill	0000007117	1,047.00
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015429	03/31/23	P	Walter S Silver Jr	0000004026	807.06
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		
015430	03/31/23	P	Wanda Ayers	0000011741	170.12
			<i>Line Description:</i> Qtrly Retiree Medical Pymnts		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015431	03/31/23	P	Wayne Martin	0000005885	744.06
			Line Description: Qtrly Retiree Medical Pyments		
015432	03/31/23	P	Wayne Riedmann	0000006022	649.55
			Line Description: Qtrly Retiree Medical Pyments		
015433	03/31/23	P	Wendell L Maberry	0000003031	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015434	03/31/23	P	Willia Bouwens Killeen	0000014940	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015435	03/31/23	P	William A Folsom	0000021819	446.04
			Line Description: Qtrly Retiree Medical Pyments		
015436	03/31/23	P	William B Ellwood	0000006789	492.05
			Line Description: Qtrly Retiree Medical Pyments		
015437	03/31/23	P	William C Taylor	0000004229	261.08
			Line Description: Qtrly Retiree Medical Pyments		
015438	03/31/23	P	William F McLean	0000013455	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015439	03/31/23	P	William H Bechtel	0000001224	744.06
			Line Description: Qtrly Retiree Medical Pyments		
015440	03/31/23	P	William J Morris	0000003236	236.29
			Line Description: Qtrly Retiree Medical Pyments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015441	03/31/23	P	William L Adams	0000009869	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015442	03/31/23	P	William M Moss	0000003241	1,047.00
			Line Description: Qtrly Retiree Medical PymentsQ		
015443	03/31/23	P	William P Redmond	0000003775	1,047.00
			Line Description: Qtrly Retiree Medical Pyments		
015444	03/31/23	P	William Raymer	0000003761	807.06
			Line Description: Qtrly Retiree Medical Pyments		
015445	03/31/23	P	William Verderber	0000005625	416.10
			Line Description: Qtrly Retiree Medical Pyments		
015465	03/31/23	P	Arnold Alegado	0000022089	40.00
			Line Description: Active ShooterTrain theTrainer		
015466	03/31/23	P	Costa Mesa Employees Association	0000006284	3,712.18
			Line Description: Payroll Deduction 23-07		
015467	03/31/23	P	Costa Mesa Executive Club	0000006286	145.00
			Line Description: Payroll Deduction 23-07		
015468	03/31/23	P	Costa Mesa Firefighters Association	0000001812	8,334.17
			Line Description: Payroll Deduction 23-07		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015469	03/31/23	P	Costa Mesa Police Association	0000001819	7,200.00
			Line Description: Payroll Deduction 23-07		
015470	03/31/23	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 23-07		
015471	03/31/23	P	Daniel Bissell	0000029890	16.00
			Line Description: Adv Roadside Impaired Driving		
015472	03/31/23	P	Daniel Holl	0000023321	24.00
			Line Description: ICS 300		
015473	03/31/23	P	Daniel Miles	0000008444	24.00
			Line Description: UAS Basic Pilots Course		
015474	03/31/23	P	Darren Truong	0000030035	24.00
			Line Description: Drug Abuse Recognition		
015475	03/31/23	P	David Casarez	0000004716	120.00
			Line Description: 2 Zippers		
015476	03/31/23	P	David DeFluiter	0000029214	250.00
			Line Description: Paramedic Locense Recert		
015477	03/31/23	P	Geren Anders	0000027107	24.00
			Line Description: Active Shooter Response		
015478	03/31/23	P	Heath McMahon	0000028659	32.00
			Line Description: Radar Operator		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015479	03/31/23	P	James A Brown	0000024426	40.00
			Line Description: Arrest & Control Instructor		
015480	03/31/23	P	Jeremy Hermes	0000025637	16.00
			Line Description: International Terrorism		
015481	03/31/23	P	Jesse Chartier	0000023836	117.15
			Line Description: ICS 400 Officer Involved Shooting		
015482	03/31/23	P	Julian Trevino	0000006835	24.00
			Line Description: Field Training Officer Update		
015483	03/31/23	P	Kathleen Sapida	0000029556	24.00
			Line Description: Active Shooter Response		
015484	03/31/23	P	Laura Davis	0000012465	16.00
			Line Description: Adv Roadside Impaired Driving		
015485	03/31/23	P	Laura Reeker	0000029788	44.42
			Line Description: Animal Law Enf Academy		
015486	03/31/23	P	Madison Evans	0000029894	24.00
			Line Description: Drug Abuse Recognition		
015487	03/31/23	P	Philip Garrett	0000029814	24.00
			Line Description: Active Shooter Response		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 33

Run Date Mar 30, 2023

Run Time 3:41:17 PM

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>
015488	03/31/23	P	Ronald Stocking	0000027737	40.00
<i>Line Description:</i> Arrest & Control Instructor					
015489	03/31/23	P	Ruben Salas	0000017869	70.00
<i>Line Description:</i> Haz Mat Endorsement Renewal					
015490	03/31/23	P	Sally Ortiz	0000026155	16.00
<i>Line Description:</i> Adv Roadside Impaired Driving					
TOTAL					\$229,823.71

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Apr 07, 2023

Run Time 11:33:08 AM

Bank: CITY

Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242110	04/07/23	P	Time Warner Cable	0000011202	17,589.04
<i>Line Description:</i> Internet Fiber Svs-Various Loc					
0242111	04/07/23	P	Amazing Tents & Events	0000029486	720.00
<i>Line Description:</i> CANOPY & WATER BARRELS SHIPPING					
TOTAL					\$18,309.04

0. *

56.85 -

44.5 -

9,973.28 +

1,622.57 +

250. +

1,650,047.62 +

18,309.04 +

1,680,101.16 *

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 1

Run Date Apr 06, 2023

Run Time 2:20:42 PM

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>
015376	4/6/2023	V	Richard Kirkbride	0000007614	03/31/23	(56.85)
<i>Line Description:</i> Retiree passed away.						
TOTAL						(\$56.85)

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 1
Run Date Apr 06, 2023
Run Time 2:17:12 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0241688	4/6/2023	V	Christopher Rufsvold	0000030009	03/17/23	(44.50)
<i>Line Description:</i> Did not recieved check.						
TOTAL						(\$44.50)

End of Report

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015491	04/07/23	P	Aaron Thompson	0000029758	10.00
			Line Description: CALBO Trng Parking Exp		
015492	04/07/23	P	Anna Partida	0000029999	61.46
			Line Description: Planning Comm Mtng Snack		
015493	04/07/23	P	John Elliott	0000007490	80.00
			Line Description: ICI Core Course		
015494	04/07/23	P	Mark Perkins	0000023756	10.00
			Line Description: CALBO Trng Parking Exp		
015495	04/07/23	P	Ramon Hernandez	0000024528	814.00
			Line Description: ICI Homicide Trng		
			ICI Homicide Trng		
015496	04/07/23	P	Sheila Larsen	0000029680	10.00
			Line Description: CALBO Trng Parking Exp		
015497	04/07/23	P	Todd Palombo	0000007100	8,977.82
			Line Description: Adv Disability 3/2-3/31/23		
			Adv Disability 4/1-4/30/23		
015498	04/07/23	P	Waqas Khan	0000026162	10.00
			Line Description: CALBO Trng Parking Exp		
TOTAL					\$9,973.28

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Apr 06, 2023

Run Time 2:55:01 PM

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241993	03/31/23	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 23-07		
0241994	03/31/23	P	CalPERS Long-Term Care Program	0000006287	184.27
			Line Description: Payroll Deduction 23-07		
0241995	03/31/23	P	California State Disbursement Unit	0000017443	1,328.30
			Line Description: Payroll Deduction 23-07		
0241996	03/31/23	P	State of California	0000001546	100.00
			Line Description: Payroll Deduction 23-07		
TOTAL					\$1,622.57

End of Report

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0241997	04/06/23	P	Anna Dolewski	0000010944	250.00
<i>Line Description:</i> 2023 City Mgr Leadership Award					
TOTAL					<u>\$250.00</u>

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0241998	04/07/23	P	Bracken's Kitchen Inc	0000029468	24,765.64
		<i>Line Description:</i>	Shelter Meal Svs-3/13-3/26 Shelter Meal Svcs 227-3/6/23		
0241999	04/07/23	P	Care Ambulance Service Inc	0000019807	299,215.00
		<i>Line Description:</i>	Surge Unit Charge-Jan 23 Surge Unit Charge-Feb 23 Ambulance Svs 2/16-28/23 Ambulance Svs 2/1-15/23 Ambulance Svs 3/1-15/23 Ambulance Svs 3/16-31/23		
0242000	04/07/23	P	County of Orange	0000007209	151,956.44
		<i>Line Description:</i>	11/8/22 General Election PD Radio Repair-Nov 22 Fire Radio Repair-Oct 22 PD Radio Repair-Oct 22 Fire Radio Repair-Sep 22		
0242001	04/07/23	P	Interfinish Corporation	0000014766	20,550.00
		<i>Line Description:</i>	PD Carpet Installation-Final		
0242002	04/07/23	P	Jones & Mayer	0000014653	119,867.46
		<i>Line Description:</i>	114985-Carranza 115011-McCready 115012-Murtaugh 115024-Schaefer 115025-Shalhoub 114987-Cervantes 114997-Donaldson 115000-Fire Dept 114989-City Clerk 115010-Litigation 115022-Recreation		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
<i>Line Description:</i>					
			114974-153 Del Mar		
			114978-277 Mesa Dr		
			115021-Public Svcs		
			115030-Zavala-Cruz		
			115031-Zavala Cruz		
			114976-1963 Wallace		
			114991-City Manager		
			115029-Windward Way		
			114977-2162 Maple St		
			114988-City Attorney		
			115018-Planning Comm		
			112360-Admin Services		
			114981-544 Bernard St		
			114990-City Clerk PRR		
			115014-Ohio House LLC		
			115020-PD/440 Fair Dr		
			115026-SoCal Recovery		
			114996-Development Svc		
			115023-Risk Management		
			114973-1269& 1273 Baker		
			114992-Code Enforcement		
			115016-Park & Comm Svcs		
			114975-1858 Newport Blvd		
			114983-Bernard/Charle St		
			115001-H3 Ministries App		
			114980-544 Bernard Appeal		
			114979-440 Fair Dr/1179 NP		
			115003-Homeless Task force		
			115141-Opioid		
			115143-Schaefer		
			115146-Sui, Yan		
			115123-Camp Lila		
			108758-Yellowstone		
			115147-Zavala-Cruz		
			115122-Armand/Blood		
			115142-RDX Catalyst		
			115133-Lawson, Roger		
			115130-Duncan, Roxann		
			115132-Hauck, Michael		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 3

Run Date Apr 06,2023

Run Time 2:16:55 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
<i>Line Description:</i>					
			115134-Leaman, Carrin		
			115135-Lehman/Freeman		
			115138-Nasin, Sohelia		
			115140-Ohio House LLC		
			115124-Carranza, David		
			115137-Murtaugh, Leslie		
			115144-Shalhoub, Martha		
			115126-Corum, Chris/Joni		
			115127-Cruz, Rhonda Vera		
			115129-Donaldson, Eloise		
			115131-H3 Ministries App		
			115125-Carrera, Francisco		
			115121-440 Fair Dr/1179 NP		
			115136-McCready, Zachary J		
			115145-Socal Recovery, LLC		
			115128-D'Alessio Investment		
			115139-Ohio House Abatement		
			115005-HR		
			115006-IT		
			115019-PD		
			114998-FDC		
			115027-Sui		
			114984-Camp		
			114995-Cruz		
			114993-Corum		
			115002-Hauck		
			115013-Nasin		
			115017-Peper		
			114982-Armand		
			115007-Lawson		
			115008-Leaman		
			115009-Lehman		
			115015-Opiold		
			114986-Carrera		
			114994-Council		
			114999-Finance		
			115004-Housing		
			115028-Tippett		
			113545-Corrales		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 4

Run Date Apr 06,2023

Run Time 2:16:55 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242003	04/07/23	P	Mercy House	0000003138	175,694.17
			Line Description: Jan 2023 B.S Ops		
0242004	04/07/23	P	National Auto Fleet Group	0000021631	128,438.70
			Line Description: 2023 Toyota Camry		
			2023 Chevrolet Bolt		
			2023 Chevrolet Bolt		
			2023 Chevrolet Bolt		
0242005	04/07/23	P	Onward Engineering	0000003212	47,800.79
			Line Description: Newport Blvd Improv Proj.		
0242006	04/07/23	P	Sagecrest Planning & Environmental	0000025748	33,675.00
			Line Description: Staffing Consult Srvs Michelle		
			LMS Consultant Victor Kao		
0242007	04/07/23	P	Serving People In Need Inc	0000003992	150,592.00
			Line Description: CDBG-CV Rental Assistance		
			CDBG-CV Rental Assistance		
0242008	04/07/23	P	Southern California Edison Company	0000004088	121,397.42
			Line Description: NCC 2/28-3/28/23		
			Davis Field 2/28-3/28/23		
			3129 Harbor 3/2-3/30/23		
			1624 Gisler 3/2-3/30/23		
			Sr Ctr 2/28-3/28/23		
			Signals 1/7-2/6/23		
			3349/3351 Sakioka 2/24-3/26/23		
			702 1/2 Victoria 3/1-3/29/23		
			DRC 3/1-3/29/23		
			Street Lights Feb 2023		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242009	04/07/23	P	Waymakers	0000027498	61,714.81
			<i>Line Description:</i> Juvenile Div. Srvs 7/1-9/30/22		
0242010	04/07/23	P	AAA Electric Motor Sales & Service Inc	0000019861	292.65
			<i>Line Description:</i> Electrical Supplies		
0242011	04/07/23	P	AGA Engineers Inc	0000028838	725.00
			<i>Line Description:</i> Bear TSSP Feb 23		
0242012	04/07/23	P	AH Accounting LLC	0000029518	9,675.00
			<i>Line Description:</i> Consulting-Acct Spvsr-Mar 2023		
0242013	04/07/23	P	AT & T	0000001107	3,573.37
			<i>Line Description:</i> 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		
			PRI Circuit Inbound		
			2310 Placentia Irrigation		
			NCC Fire Alarm		
			Fire Sta#1 Fire Alarm System		
			Metro Net		
			Local Usage		
			Wakeham Park		
			Fire Emergency Line		
			Jack Hamett Sports Complex		
			Balearic Center Fax		
			DRC Fire Alarm		
			Senior Center Fire Alarm Syste		
			Sr Center DSL for Bldg Maint		
			Lions Park Baseball Field		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 6

Run Date Apr 06,2023

Run Time 2:16:55 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Senior Center Elevator Lions Park Senior Center Fire Alarm Syste		
0242015	04/07/23	P	AT & T Teleconference Services	0000001107	497.12
			<i>Line Description:</i> Conference Srvs Feb 2022		
0242016	04/07/23	P	Advexure LLC	0000029239	11,098.25
			<i>Line Description:</i> DJI Mavic 3 Thermal Drone w/CA		
0242017	04/07/23	P	Angel Auto Spa LLC	0000027465	1,777.22
			<i>Line Description:</i> City Vehicles Wash-Mar 23 PD Vehicle Wash-Mar 2023		
0242018	04/07/23	P	Animal Care Equipment & Services	0000005378	1,030.30
			<i>Line Description:</i> Equipment-Animal Control		
0242019	04/07/23	P	Aramark Correctional Services Inc	0000013108	781.80
			<i>Line Description:</i> Jail Food Svc 1/24-2/15/23		
0242020	04/07/23	P	At Home	0000030061	140.00
			<i>Line Description:</i> Refund Duplicate FLS Permit		
0242021	04/07/23	P	Austin Weir	0000030065	4,500.00
			<i>Line Description:</i> Refund Permit PS22-01434		
0242022	04/07/23	P	BKF Engineers	0000024944	14,065.50
			<i>Line Description:</i> CMPD Mobile Comm Unit Prkng Placentia Stormwater Trash Cap		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242023	04/07/23	P	Blue Cosmo	0000026920	705.25
<i>Line Description:</i> Satellite Phone Svs Plan Mar23 Credit-Late Fees-Satellite Pho Credit-Phone Svs Mar 23					
0242024	04/07/23	P	Bound Tree Medical LLC	0000011695	11,532.36
<i>Line Description:</i> 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					
0242025	04/07/23	P	Brandy Young-Guzman	0000029791	1,750.00
<i>Line Description:</i> PHOTOGRAPHY SERVICES Deposit					
0242026	04/07/23	P	BrightView Landscape Services Inc	0000026055	8,933.75
<i>Line Description:</i> Irrigation Repairs-Mar 23 Repair Backflow-Snr Ctr Repair Backflow-Paularino Park					
0242027	04/07/23	P	CDCE Inc	0000019481	565.69
<i>Line Description:</i> SALES TAX (7.75%) PREMIUM KEYBOARD					

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 8

Run Date Apr 06, 2023

Run Time 2:16:55 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242028	04/07/23	P	CSG Consultants Inc	0000001887	337.44
			Line Description: Fire Plan Review Svs-Feb 23		
0242029	04/07/23	P	Calpromax Engineering Inc	0000029701	10,540.00
			Line Description: Proj W Bus Shelters/Bus Stops		
0242030	04/07/23	P	Cathy Holly	0000030064	500.00
			Line Description: Refund Rec Dep 2007522.002		
0242031	04/07/23	P	Chandlers Air Conditioning &	0000001640	1,840.56
			Line Description: NHCC- Fridge Repair		
			Senio Center-Ice Machine/RIC		
			Senior Center-Scheduled Maint		
			TeWinkle Park-Freezer Repair		
			TeWinkle Freeer-Water Filter R		
			DRC-Freezer Repair		
			NHCC-Fridge Repair		
0242032	04/07/23	P	Christopher Rufsvold	0000030009	44.50
			Line Description: Reimb Livescan Fee		
			Reimb Livescan Fee		
			Reimb Livescan Fee		
0242033	04/07/23	P	Circus Joy	0000029376	750.00
			Line Description: ENTERTAINMENT AGREEMENT		
0242034	04/07/23	P	Connell Chevrolet	0000001763	928.16
			Line Description: Tires		
			Sensor-#739		
			Battery		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 9

Run Date Apr 06, 2023

Run Time 2:16:55 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242035	04/07/23	P	County Of Orange Treasurer-Tax Collector	0000007209	14,277.50
			Line Description: Parking Citation Process-Feb23		
0242036	04/07/23	P	County of Orange	0000003486	5,441.32
			Line Description: AFIS Fees-March 2023		
			Teletype Svs-March 2023		
0242037	04/07/23	P	Creative Parties for Kids	0000030038	970.00
			Line Description: PIRATE SERVICES		
0242038	04/07/23	P	Darwich Law	0000030071	185.32
			Line Description: Rfnd Sbpra Dep 001-00365103		
0242039	04/07/23	P	Data Ticket Inc	0000010929	3,952.01
			Line Description: Parking Citation Process-Jan23		
0242040	04/07/23	P	Dell Computer Corp	0000001962	10,480.21
			Line Description: Sales Tax 7.75%		
			Environmental Fee		
			Dell Precision 3660 Tower		
			Dell UltraSharp 32 4k USB-Hub		
0242041	04/07/23	P	Diana Saavedra	0000030068	500.00
			Line Description: Refund Rec Dep2007494.002		
0242042	04/07/23	P	ECKERSALL LLC	0000025412	2,113.75
			Line Description: Sr CIS Analyst -Feb 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242043	04/07/23	P	Ecolab Pest Elimination	0000024420	1,299.70
			Line Description: Pest Control-Mar 23		
0242044	04/07/23	P	Eduardo Iniestra	0000029307	1,000.00
			Line Description: DJ SERVICES		
			DJ SERVICES		
0242045	04/07/23	P	Employment Development Department	0000001543	10,129.49
			Line Description: Unemployment Oct-Dec 2022		
0242046	04/07/23	P	Evelia Soto	0000029418	415.00
			Line Description: FACE PAINTING		
0242047	04/07/23	P	Everbridge Inc	0000026884	7,049.00
			Line Description: NIXLE ENGAGE SUBSCRIPTION		
0242048	04/07/23	P	FM Thomas Air Conditioning Inc	0000017151	4,518.58
			Line Description: HVAC Maint-Mar 2023		
0242049	04/07/23	P	Faegre Drinker Biddle & Reath	0000030062	33.93
			Line Description: Rfnd Sbpna Dep 001-00363263		
0242050	04/07/23	P	Ferguson Enterprises Inc #1350	0000007785	78.16
			Line Description: Plumbing Supplies		
0242051	04/07/23	P	Ford Fleet Care	0000026262	2,831.83
			Line Description: Ford Repair Invoices		
0242052	04/07/23	P	Frank Nguyen	0000025830	6,293.06

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Adv Disability 3/22-3/31/23 Adv Disability 4/1-4/30/23		
0242053	04/07/23	P	G & D Auto Body & Paint	0000004786	7,119.25
			<i>Line Description:</i> Body Repair & Paint-Unit #087		
0242054	04/07/23	P	GPA Consulting	0000029928	1,975.44
			<i>Line Description:</i> Prepare a Mills Act Applicatio Prepare a Millis Act Applicatio		
0242055	04/07/23	P	Gabrielle McLean	0000030074	1,000.00
			<i>Line Description:</i> ART STUDIO VISIT		
0242056	04/07/23	P	Galls LLC	0000002297	349.09
			<i>Line Description:</i> Uniform-Hat Uniform-Hat Uniform-C Curley Uniform-Hats Uniform-Inspector's Jacket		
0242057	04/07/23	P	Grainger	0000002393	1,476.02
			<i>Line Description:</i> Lumber Crayon Plumbing Supplies Plumbing Supplies Plumbing Supplies Graffiti Truck Box		
0242058	04/07/23	P	Harbor All Glass & Mirror Inc	0000002453	2,674.31
			<i>Line Description:</i> Glass Installation		
0242059	04/07/23	P	Hennesseys Tavern	0000030070	140.00
			<i>Line Description:</i> Refund Duplicate FLS Permit		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242060	04/07/23	P	Interstate Batteries of California Coast	0000002700	1,433.20
		<i>Line Description:</i>	Batteries Batteries Batteries		
0242061	04/07/23	P	Interwest Consulting Group Inc	0000021505	13,960.00
		<i>Line Description:</i>	Staff Support/Aug Svs-PW Dept Consult Svs-Design-Fairview Rd Staff Support/Aug Svs-PW Dept		
0242062	04/07/23	P	Jeffrey Brian Abbit	0000029375	850.00
		<i>Line Description:</i>	MAGICIAN		
0242063	04/07/23	P	Jennifer W Harrison	0000029300	400.00
		<i>Line Description:</i>	FACE PAINTING		
0242064	04/07/23	P	Joe Mar Polygraph & Investigation	0000027462	225.00
		<i>Line Description:</i>	Pre Emplmnet Polygraph Exam		
0242065	04/07/23	P	Katherine Eleanor Ryan	0000030075	1,000.00
		<i>Line Description:</i>	COSTA MESA ART CRAWL		
0242066	04/07/23	P	Kelly Spicers Stores	0000029500	378.44
		<i>Line Description:</i>	Paper-Central Svs		
0242067	04/07/23	P	Kimley Horn & Associates Inc	0000005251	720.00
		<i>Line Description:</i>	Housing Element		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242068	04/07/23	P	LN Curtis & Sons	0000002983	7,986.56
			Line Description: SHIPPING FEE THERMAL IMAGER SALES TAX (7.75%)		
0242069	04/07/23	P	LineGear Fire & Rescue Equipment	0000026007	335.10
			Line Description: Workrite Uniforms Workrite Uniforms		
0242070	04/07/23	P	Liz Colenbrander	0000030066	60.00
			Line Description: Refund Rec Dep 2007511.002		
0242071	04/07/23	P	Magic Jump Rentals Orange County LLC	0000029291	1,374.24
			Line Description: BOUNCE HOUSE RENTAL		
0242072	04/07/23	P	Maile Servantes	0000030067	105.00
			Line Description: Refund Rec Dep 2007512.002		
0242073	04/07/23	P	National Data & Surveying Services	0000021249	480.00
			Line Description: 24 Hour ADT Counts-Variou Loc 24Hr Adt Speed Counts Various		
0242074	04/07/23	P	Nationwide	0000027351	2,130.37
			Line Description: K9 Annual Medical Insurance		
0242075	04/07/23	P	Nico Hospitality LLC	0000028926	129.59
			Line Description: 3/11-3/12/23 Cold Weather Stay		
0242076	04/07/23	P	North Net Fire Training Center	0000010984	350.44
			Line Description: INCENDIARIES		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242077	04/07/23	P	Office Depot	0000003394	7,407.95
		<i>Line Description:</i>	Supplies-PD Admin Supplies-PS Admin Supplies-Fire Admin Supplies-DS Planning Supplies-PD Training Supplies-Finance Admin Supplies-Senior Center Equipment-Records Police Supplies-Police Operations Supplies-City Manager Admin Supplies-Police/Crime Scene Supplies-Community Svs Admin Equipment-PD Telecom Operation Equipment-PD Traffic Enforceme PC Equip-PD Telecom Operations Supplies-City Council Meetings Supplies-PD Traffic Enforcemen Supplies-Police Investigations		
0242078	04/07/23	P	Peace of Mind Financial Consulting Inc	0000029150	3,720.00
		<i>Line Description:</i>	Consulting Svc-Mar 2023		
0242079	04/07/23	P	Post Alarm Systems Inc	0000026907	109.15
		<i>Line Description:</i>	Fire Alarm System B.S. Mar 23		
0242080	04/07/23	P	Prado Family Shooting Range	0000017668	400.00
		<i>Line Description:</i>	Range Fees for Training		
0242081	04/07/23	P	Quality Information Technology	0000029496	5,250.00
		<i>Line Description:</i>	LMS Consulting Srvs Feb 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242082	04/07/23	P	RSCCD/Santa Ana College	0000003752	414.00
			Line Description: CLASS REGISTRATION FOR WELLNES		
0242083	04/07/23	P	RWB Party Props Inc	0000030059	2,457.83
			Line Description: SALES TAX (7.75%) PARTY PROPS		
0242084	04/07/23	P	Rachel Charest-Bertram	0000029455	900.00
			Line Description: ENTERTAINMENT AGREEMENT		
0242085	04/07/23	P	Rigel Products & Service	0000005429	1,732.03
			Line Description: Parts & Service for Specialize		
0242086	04/07/23	P	Roadline Products Inc USA	0000003830	14,303.81
			Line Description: Stencil Truck conversion		
0242087	04/07/23	P	Scout Butler	0000030069	666.05
			Line Description: Refund Permit SB22-00005		
0242088	04/07/23	P	South Coast Emergency Vehicle Services	0000003643	13,835.28
			Line Description: Stock-Switch Replacement Headlight Hardware Foam Pro Sensor Throttle & Electrical Parts Converter Kit-Stock Stock-Swing-Out-Valves		
0242089	04/07/23	P	Southern California Gas Company	0000004092	1,098.57
			Line Description: FS #1 2/24-3/27/23 BCC		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: FS #6 2/28-3/29/23 FS #2 2/23-3/24/23		
0242090	04/07/23	P	Southern California Shredding Inc	0000025605	4,053.00
			Line Description: ON-SITE SHREDDING SERVICES ON-SITE SHREDDING SERVICES ON-SITE SHREDDING SERVICES On-Site Shredding Services		
0242091	04/07/23	P	Sparkletts	0000015725	141.38
			Line Description: WATER DELIVERY SERVICES - FIRE		
0242092	04/07/23	P	Spectrum Gas Products	0000012653	888.88
			Line Description: Oxygen Medical Medical Lg Cyl Rent Medical Lg Sm Cyl Rent Gauge Oxygen Medical Medical Lg Sm Cyl Rent Medical Lg Cyl Rent Oxygen Medical		
0242093	04/07/23	P	State Controllers Office	0000021803	3,461.64
			Line Description: FY21-22 Annual Street Report		
0242094	04/07/23	P	State of California Dept of Justice	0000001534	49.00
			Line Description: Livescan/Fingerprinting Servic		
0242095	04/07/23	P	T-Mobile USA	0000021384	25.00
			Line Description: Recrod Retrieval		
0242096	04/07/23	P	The Bubble Rollers & Emerald Events	0000029271	1,525.00
			Line Description: TRACKLESS TRAIN		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242097	04/07/23	P	The Code Group Inc	0000025073	14,641.42
			Line Description: Consulting Plan Check Inspection Srvs (Mike Del Rio) Plan Checks		
0242098	04/07/23	P	The Sweets Ranch	0000030040	500.00
			Line Description: PETTING ZOO		
0242099	04/07/23	P	Thermal Concepts, Inc.	0000030042	2,000.00
			Line Description: Drinking Fountain Installation		
0242100	04/07/23	P	Time Warner Cable	0000011202	7,421.46
			Line Description: Internet Svs-City Hall (Data) Internet Services Senior Cente Cable Svs for City Hall Cable Svs for City Hall Cable Svs for City Hall Internet Svs-Fire Sta#4 3175 Airway Ave B Ethernet HVAC Alarm-Library NCC Internet (New Bldg) HVAC Alarm-Basement at CH 3175 Airway Ave B Internet Bri Cable Services Bridge Shelter 3175 Airway Ave B Bridge Shelt Internet Services-PD (Data) Internet Services City Hall Comm Fiber-PD Warehouse 3175 Airway Ave Unit B Etherne Equipment Charges for PD Ethernet Fiber4 Svs-City Hall		
0242101	04/07/23	P	Triton Technology Solutions Inc	0000021687	1,820.60

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 18

Run Date Apr 06, 2023

Run Time 2:16:55 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> NHCC AV System Diagnostic Podium Microphone Maintenance		
0242102	04/07/23	P	Twist & Shout Event Inc	0000029643	1,140.00
			<i>Line Description:</i> BALLOONS AND FACE PAINTING		
0242103	04/07/23	P	US Bank	0000002228	2,768.72
			<i>Line Description:</i> Payroll 23-06		
0242104	04/07/23	P	Uline	0000010970	189.87
			<i>Line Description:</i> Coveralls for Jail		
0242105	04/07/23	P	Verizon Wireless	0000008717	14,914.39
			<i>Line Description:</i> 2/18-3/17/23 2/18-3/17/23 Parks 2/18-3/17/23 Finance Cell Phon Cell Phones 2/16-3/15/23 Broadband 2/18-3/27/23 BroadBand Srvs 1/24-2/23/23		
0242106	04/07/23	P	Verizon Wireless	0000008717	830.22
			<i>Line Description:</i> Calnet 3 Broadband Through Feb		
0242107	04/07/23	P	Vulcan Materials Company	0000007403	665.11
			<i>Line Description:</i> Asphalt Potholes Sidewalk Ramp		
0242108	04/07/23	P	WSP USA Environment & Infrastructure Inc	0000029873	105.00
			<i>Line Description:</i> NPDES Industrial/Comm Inspect		
0242109	04/07/23	P	ZDRY Location One LLC	0000030063	140.00
			<i>Line Description:</i> Refund Duplicate FLS Permit		

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 19

Run Date Apr 06,2023

Run Time 2:16:55 PM

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
					TOTAL \$1,650,047.62

End of Report

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Apr 06,2023

Run Time 2:16:12 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>
0242014	04/07/23	O	AT & T <i>Line Description: Overflow</i>	0000001107	0.00
TOTAL					0.00

Bank: CITY

Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242193	04/14/23	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 23-08		
0242194	04/14/23	P	CalPERS Long-Term Care Program	0000006287	184.27
			Line Description: Payroll Deduction 23-08		
0242195	04/14/23	P	California State Disbursement Unit	0000017443	1,328.30
			Line Description: Payroll Decuction 23-08		
0242196	04/14/23	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 23-08		
0242197	04/14/23	P	State of California	0000001546	100.00
			Line Description: Payroll Deduction 23-08		
TOTAL					\$2,372.57

0 * *

2,372.57 +
1,074,024.2 +
445,952.01 +
1,522,348.78 *

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242112	04/14/23	P	All American Asphalt	0000000971	552,805.13
		<i>Line Description:</i>	Retention Payable #22-01 Retention Payable #22-01 Wilson St Proj#22-01/300008		
0242113	04/14/23	P	Architectural Engineering Technology Inc	0000029448	48,516.84
		<i>Line Description:</i>	Baker-Placentia-Victoria-19th		
0242114	04/14/23	P	Benefit Coordinators Corp	0000029594	41,630.10
		<i>Line Description:</i>	Delta Dental-Apr 2023 Vision Ins Premium-Apr 2023		
0242115	04/14/23	P	Ford Fleet Care	0000026262	17,953.36
		<i>Line Description:</i>	Parts-January 2023 Parts-March 2023 Repairs-March 2023 Repairs-February 2023 Parts-February 2023		
0242116	04/14/23	P	Glenn Lukos & Associates Inc	0000011626	55,353.20
		<i>Line Description:</i>	FVP Vernal Pools Restoration		
0242117	04/14/23	P	Lyons Security Service Inc	0000027168	24,188.18
		<i>Line Description:</i>	Security Srvs March 23 SC Lyons Security Srvs Lions Prk		
0242118	04/14/23	P	Newport Mesa Unified School District	0000003339	15,658.00
		<i>Line Description:</i>	Bus Transport Camp '22 35 Trip LEAP Day Camp Transportation		
0242119	04/14/23	P	Pacific Advanced Civil Engineering Inc	0000014386	21,553.75

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Progress Payment fo Engineerin Progress Payment for Engineeri Progress Payment for Engineeri		
0242120	04/14/23	P	Pinnacle Petroleum, Inc	0000029315	36,878.78
			<i>Line Description:</i> Unleaded Fuel-Corp Yard Fuel-PD		
0242121	04/14/23	P	West Coast Arborists Inc	0000004498	43,971.40
			<i>Line Description:</i> Tree Maintenance 3/1-3/15/23		
0242122	04/14/23	P	Wittek Golf	0000030001	15,067.50
			<i>Line Description:</i> Picnic Tables Sales Tax 7.75%		
0242123	04/14/23	P	Yunex LLC	0000029573	39,168.50
			<i>Line Description:</i> Ped Pole KD-Victoria & Marple Routine Maintenance for Feb 23 Callout for Feb 23		
0242124	04/14/23	P	4Leaf Inc	0000029711	197.04
			<i>Line Description:</i> Plan Review 2/1-28/2023		
0242125	04/14/23	P	Abound Food Care	0000029712	1,245.00
			<i>Line Description:</i> SB1383 Compliance PRGM-Mar 23		
0242126	04/14/23	P	Above All Catering Inc	0000026881	5,727.46
			<i>Line Description:</i> PD EE Recognition Luncheon @ N		
0242127	04/14/23	P	Adlerhorst International	0000000906	350.19
			<i>Line Description:</i> K-9 Supplies		

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>
0242128	04/14/23	P	Akeso Occupational Health	0000029274	115.00
			Line Description: DOT Testing Pre-Employment TB Test DMV Testing		
0242129	04/14/23	P	Angel Auto Spa LLC	0000027465	2,098.83
			Line Description: City Vehicles Wash-Feb 23 PD Vehicle Wash-Feb 23		
0242130	04/14/23	P	Atkinson Andelson Loya Ruud & Romo	0000027289	2,422.88
			Line Description: Litigation-Feb 2023 General Legal-Feb 2023		
0242131	04/14/23	P	Atlas Planning Solutions	0000026909	4,640.00
			Line Description: Consult-Feb 23 Local Hazard Mi		
0242132	04/14/23	P	BCS Consultants	0000029856	270.00
			Line Description: CAMERA INSTALLATION		
0242133	04/14/23	P	Beau Hossler	0000029714	90.00
			Line Description: Basketball Referee		
0242134	04/14/23	P	Bureau Veritas North America Inc	0000016616	2,816.74
			Line Description: Reviews, Inspections		
0242135	04/14/23	P	CAPF	0000004755	2,478.00
			Line Description: Firefighters LTD-Apr 23		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242136	04/14/23	P	CBE	0000015149	656.52
		<i>Line Description:</i> DevSvs Copier Maint 3/5-4/4/23 Copier Maint 2/20-3/19/23 Maint Copier Maint 2/5-3/4/23 Copier Maint 3/5-4/4/23 WSS Copier Maint 3/5-4/4/23			
0242137	04/14/23	P	CLEA	0000004754	3,213.00
		<i>Line Description:</i> Police Officers LTD-Apr 23			
0242138	04/14/23	P	Cal Stripe Inc	0000029093	4,481.75
		<i>Line Description:</i> NBD Traffic Mgmt Signing/Strip			
0242139	04/14/23	P	Carl Warren & Company	0000001578	4,026.17
		<i>Line Description:</i> Consulting-Mar 23			
0242140	04/14/23	P	Chandlers Air Conditioning &	0000001640	1,892.82
		<i>Line Description:</i> Snr Ctr-Fridge Door Hinge Repa Snr Ctr-Ice Machine Cleaning			
0242141	04/14/23	P	City of Huntington Beach	0000002599	5,920.00
		<i>Line Description:</i> Helicopter Svc-Feb 2023			
0242142	04/14/23	P	City of Newport Beach	0000003327	2,141.45
		<i>Line Description:</i> Shared Maint Jun-Dec 2022			
0242143	04/14/23	P	Complex Appellate Litigation Group LLP	0000030056	6,351.45
		<i>Line Description:</i> SoCal Recovery RAW/Ohio House Ohio House-Jan 23			

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242144	04/14/23	P	Daniels Tire Service	0000001922	1,662.85
			Line Description: Warehouse Stock		
0242145	04/14/23	P	Davis Farr LLP	0000023871	7,550.00
			Line Description: Audit Svc Fees-FY 21/22		
0242146	04/14/23	P	Dispensing Technology Corporation	0000002008	1,974.19
			Line Description: UPM Cod Patch-Potholes/Sidewal		
0242147	04/14/23	P	Division of the State Architect	0000021296	348.40
			Line Description: Disability Acces Ed Fee		
0242148	04/14/23	P	Ecolab Pest Elimination	0000024420	559.68
			Line Description: Cockroach/Rodent Program		
0242149	04/14/23	P	Emergency Medical Services Authority	0000002120	150.00
			Line Description: EMT License Renewal-Jan 23		
			EMT License Renewal-Dec 22		
0242150	04/14/23	P	Entenmann Rovin Company	0000002130	1,329.75
			Line Description: Badges		
0242151	04/14/23	P	Expo Propane Inc	0000017819	2,086.82
			Line Description: Propane-Corp Yard		
0242152	04/14/23	P	Factory Motor Parts Co	0000019977	1,299.68
			Line Description: Stock-Oil/Air Filters		
			Stock-Oil		
			Batteries-798		
			Core Return		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Stock-Oil		
0242153	04/14/23	P	Fair Housing Foundation	0000019956	1,560.15
			<i>Line Description:</i> Fair Housing Svs-Mar 2023		
0242154	04/14/23	P	Fleet Services Inc	0000002239	2,484.63
			<i>Line Description:</i> Stock-Batteries		
			Stock-Oil		
			Stock-Warning Triangles		
			553-Gasket		
0242155	04/14/23	P	Fuel Pros Inc	0000026476	2,360.00
			<i>Line Description:</i> MOnthly DO Inspection-CV		
			Monthly DO Inspection-FS2		
			DO Inspections-PD		
			Monthly DO Inspections-FS6		
0242156	04/14/23	P	GMS Elevator Services	0000028704	716.66
			<i>Line Description:</i> Elevator Maintenance & Repair		
0242157	04/14/23	P	General Data Company	0000023334	246.16
			<i>Line Description:</i> Printer Repair		
0242158	04/14/23	P	Grainger	0000002393	2,041.33
			<i>Line Description:</i> Supplies		
			Supplies		
			Electrical Supplies		
			Spray Guns		
			Supplies-Comm		
			Warehouse Stock		
			Credit Warehouse Stock		
			Drum Spill Cont		
			O-Rings		

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>
0242159	04/14/23	P	Image Concepts	0000026883	166.85
			<i>Line Description:</i> Uniform-Solis		
0242160	04/14/23	P	Irv Seaver Motorcycles	0000010272	1,610.60
			<i>Line Description:</i> Stock-Brakes/Batteries		
0242161	04/14/23	P	Jess Long	0000026620	90.00
			<i>Line Description:</i> Basketball Referee 4/10/23		
0242162	04/14/23	P	KOA Corporation	0000003129	13,851.00
			<i>Line Description:</i> Nwprt Rd Rehab12/1/22-2/26/23		
0242163	04/14/23	P	Kimball Midwest	0000006819	243.25
			<i>Line Description:</i> Stock-Shop Supplies		
0242164	04/14/23	P	LC Action Police Supply	0000005638	781.26
			<i>Line Description:</i> Chemical Agents for SWAT		
0242165	04/14/23	P	Laerdal Medical Corp	0000002896	695.05
			<i>Line Description:</i> Little Anne Airways Adult Manikin Faces Light		
0242166	04/14/23	P	Lets Be Kind	0000029194	7,500.00
			<i>Line Description:</i> Let's Be Kind Gala Sponsorship		
0242167	04/14/23	P	Long Beach BMW	0000015745	2,657.51
			<i>Line Description:</i> Shop-Stock		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242168	04/14/23	P	Loomis	0000019082	374.66
			Line Description: ARMORED CAR SERVICES March 23		
0242169	04/14/23	P	MAG-TROL	0000029306	4,945.73
			Line Description: Electrical Supplies		
0242170	04/14/23	P	Mouse Graphics	0000001170	1,369.50
			Line Description: UTILITY BOX WRAP SALES TAX (7.75%)		
0242171	04/14/23	P	NeWave Construction Inc	0000024108	5,213.13
			Line Description: Repair 75% Completed Hinge Installation		
0242172	04/14/23	P	Nico Hospitality LLC	0000028926	259.18
			Line Description: NHS Outreach Client Motel Stay		
0242173	04/14/23	P	O Neil Storage	0000018395	254.38
			Line Description: Record Storage Record Storage		
0242174	04/14/23	P	Pacific Medical Waste	0000029793	183.20
			Line Description: Biohazard Disposal March 2023		
0242175	04/14/23	P	Resource Building Materials	0000024350	719.23
			Line Description: Fill Sand for Sand Bangs		
0242176	04/14/23	P	SHI International Corp	0000016007	725.67
			Line Description: IPAD KEYBOARD		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: SHIPPING SALES TAX (7.75%)		
0242177	04/14/23	P	SiteOne Landscape Supply LLC	0000024133	155.41
			Line Description: Irrigation Supplies		
0242178	04/14/23	P	Socal Truck Driver Academy LLC	0000030048	3,800.00
			Line Description: Truck Driving School for Class		
0242179	04/14/23	P	Southern California Shredding Inc	0000025605	120.00
			Line Description: ON-SITE SHREDDING SERVICES ON-SITE SHREDDING SERVICES ON-SITE SHREDDING SERVICES		
0242180	04/14/23	P	Staples Advantage	0000024532	7,995.17
			Line Description: Supplies-Equip Maint Supplies-Police Records Supplies-Maint Warehouse Supplies-Code Enforcement Supplies-Dev Svs-Planning Supplies-P&R BCC Supplies-Finance Supplies-CEO Supplies-IT Supplies-P&R DT Rec Center Supplies-CEO Office-City Clerk Supplies-HR Recruit/Selection Sm Tools/Equip-Engr St Improv Supplies-Dev Svs-Bldg Safety Supplies-P&R Balearic ROCKS		
0242181	04/14/23	P	Sunset Detectives	0000026756	4,500.00
			Line Description: Background Investigation		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242182	04/14/23	P	The Mejorando Group	0000030010	427.98
			Line Description: STRATEGIC PLANNING RETREAT		
0242183	04/14/23	P	Trellis	0000025584	12,529.75
			Line Description: CDBG-CV CIT Prog Feb 23		
0242184	04/14/23	P	Triton Technology Solutions Inc	0000021687	1,000.00
			Line Description: Community Room Maintenance		
0242185	04/14/23	P	Turnout Maintenance Company LLC	0000020182	285.43
			Line Description: Cleaned-Turnout Attire Turnout Attire		
0242186	04/14/23	P	Tustin Awards	0000013465	1,066.73
			Line Description: Key Chains-Crime Prevention		
0242187	04/14/23	P	Verizon Wireless	0000008717	2,518.80
			Line Description: WIRELESS PHONE SERVICE 2/18-3/ WIRELESS PHONE SERVICE 2/18-3/		
0242188	04/14/23	P	Vulcan Materials Company	0000007403	145.96
			Line Description: Asphalt Potholes Sidewalk Ramp		
0242189	04/14/23	P	Ware Disposal Inc	0000000255	6,488.94
			Line Description: Scheduled Dump Day Events B.S. Waste Hauling Srvs		
0242190	04/14/23	P	Waterline Technologies Inc	0000014520	225.96

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 11

Run Date Apr 13, 2023

Run Time 2:21:29 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Pool Chemicals		
0242191	04/14/23	P	Williams Data Management	0000018803	524.53
			<i>Line Description:</i> DATA STORAGE		
0242192	04/14/23	P	Youngblood & Associates	0000029630	350.00
			<i>Line Description:</i> Polygraph Exam		
					<u>TOTAL \$1,074,024.20</u>

End of Report

Report ID: CCM2001O

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Apr 13, 2023

Run Time 2:24:53 PM

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>
015500	04/13/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015501	04/13/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
015502	04/13/23	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015499	04/13/23	P	US Bank	0000002228	193,229.00
<i>Line Description:</i>					
Postage					
Chairs for CST					
Employee Contest Winner					
2023 CFPI Hotel (Ben)					
2023 CFPI Hotel (Jon)					
2023 CFPI Hotel (Nikki)					
2023 CFPI Hotel (Arnold)					
Tech Supplies					
Office Supplies					
Business Meeting Food					
reMarkarkale Monthly Subs					
reMarkarkable Monthly Subs					
Coffee Supplies for CM Office					
Membership Dues for Alma Reyes					
OCCMA Dinner Recept for CM Con					
Credit-Lodging-Esri Conf					
Lodge-Cal Chiefs Ops Esri Conf					
Class (S270)					
Electrical Station/ App					
Fire Inv Uniform/Tool Bag					
Grease Board-Fire Arson Invest					
Inv Tools/Respiratory Protection					
Dais Snacks					
Monthly Charge					
ICSC Membership					
Monthly Charges					
ICSC Memberships					
Annual Membership					
ICSC Registration					
ICSC Registrations					
Roundtrip Flight Seat/Baggage					
Climate Change Preparedness Co					
Towels for CMBS Clients					
Karaoke Machine					
Office Supplies					
Office Supply/Pens					
Towels for Shelter					

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>	Outreach Client Rides				
	Flashlight for Worker				
	Amazon Prime Membership				
	Shower Chair for Shelter				
	Office Supplies/Batteries				
	Essential Items for Shelter				
	Shower Curtains for Shelter				
	Credit for Essential Items She				
	Essential Items for Shelter Co				
	Outreach Worker Icloud Members				
	Water Bottles for Outreach Tea				
	CSMFO Conference				
	Treasury Ink Pad				
	Working Lunch Fin Mng				
	Monthly Connection Fee				
	Working Lunch-Budget Tean				
	Flight Change from CSMFO Conf				
	Certificate of Achievemnt Revi				
	Membership Renewal Payroll Sup				
	Fin Dir & Purch Sup. Lunch Mee				
	Contractor for Jack Hammett				
	Wooden Tree Stakes				
	WATCHBOOK-Work Area				
	Stand Up Desk Converter				
	Hardware				
	Fuel Hose				
	Hose & Adaptors				
	Hydraulic Lines				
	Office Supplies				
	CNG Fuel for Vehicle #342				
	Parking Charge-Court Case				
	ID Badge Printer Ribbon-Cannab				
	ICSC Annual Membership				
	Cannabis Cloud Base Storage				
	Survey Monkey-HCD				
	Date Stamp-Bldg Staff				
	AICP Membership-D Inloes				
	Rubber Stamp/Replace Ink Pads				
	Agency Membership-CA Bldg Offi				

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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Line Description: Online Queuing System
Online Meeting Conf Platform
Microsoft 365 Monthly-Sharing
Tablet Monthly Fee-Ely/Lorenza
ZoomOne Business Monthly-Prora
Coffee Supplies
Prezi Software Subscription
reMarkable Tablet-Chief Stefan
Label Printer
Keybox Wall Mount
SSD Solid State Drive
Self-Laminating Wire Wrap (5)
Malwarebytes Premium-2yr Subsc
CM Apparel-Staff
Power BMI Online Svs-Subscript
Employment Advertisement
Meet & Greet Supplies
Employee Training
SCPMA Membership Renewal
Rater Refreshments
Conference Registration
Art Supplies
Meet & Greet
Conference Flight
Conference Lodging
Conference Transportation
OtterBox for iPad
Membership-JoAnna Phipps
Vet;Exam Antibiotics
Bodi Vet Visit
Cadet Rockers
Dropbox Membership
Hard Cover Linen Notebooks
Reflective Orange Cut Decals
Shutterstock Monthly Svs Fee
Repair/Equip-Sta 5 Wash Machin
repair/Equip-Sta 1 Ice Machine
Coffee/Bagels-Joint Meeting
2 Auto Tires

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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Line Description: Amazon Prime Monthly Fee
Water Bottles-Commission Mtgs
Paint Supplies-Briefing Room
CMPD Patch Logo-Briefing Room
Monthly cloud Subscription
Yo Amo Mesa Water Event Promo
CMPD Logo Woodwork for Media R
Office Storage Containers
Frames-Employee Recognition
Cookies-Employee Recognition
Accidental Personal Charge-Cit
Pens for End-Probation Employee
Supplies for Employee Recognit
Tools-ROCKS Program
Rec Equip-ROCKS Program
Drawing Supp-ROCKS Program
Food/Supp-ROCKS Program Staff
Office Supplies-ROCKS Program
Arts/Crafts Supp-ROCKS Program
Bottled Water-ROCKS Program St
Membership Renewal
Air Fare to CACP Trainings
Air Fare to SACOP Mid-Yr Meeti
Challenge Coins-Employee Recog
Supplies-Book Club
Decor-Senior Center
Supplies-Mardi Gras
Supplies-Mothers Day
Supplies-Special Events
Refreshments-Movie Monday
Cricut Design Subscription
Movie Monday/Streaming Subscri
Refreshments-Senior Grocery Pr
Supplies-Spring Fest
Community Gardens Keys
Supplies-ROCKS Program
Rec Equipment-DAC
Event Equipment-NHCC
Tools-Aquatic Center

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>	Refund-Office Furniture				
	Shipping Fee-Pool Equipment				
	Certifications-Aquatic Staff				
	Zoom Subscription				
	Training Committee				
	Esri Technology Summit				
	Coffee-Training Committee				
	Transportation-Esri Summit				
	Snacks for Council				
	City Council SS Meal				
	City Council Meeting Meal				
	Bridge Shelter Permit Feeding				
	Monthly Subsriction Fees				
	DICO Course				
	Coffee/Snacks-Dept Class				
	Registration-CFED Conf May				
	Ambo Outfitting-Bins				
	Breakfast-Annual Cpt/Chief Mtg				
	SWAT Hats				
	Bike Rack T&E Return Shipping				
	Earplugs				
	Tuition/Elder Abuse/Hernandez				
	Lodging/Chemical Immobilizatio				
	Lodging/Child Abuse Inv/Foxwel				
	Mats, Bags, Boots etc For Rang				
	Tuition/APCO Meeting/Leffingwe				
	Tuition/Intime Scheduler Train				
	Tuition/Media Relations/Marti				
	Tuition/Traffic Collision/Wess				
	Food During Recruitment				
	Wood Shelf				
	Wood Traffic Sign Report Writi				
	FAA Drone Zone				
	PE License Renewal for J. Rosa				
	ITE Guide				
	Business Meeting				
	PE Renewal for R Nikoui				
	CEAOC Luncheon for R. Sethuram				
	OCTEC Registration for K. Seba				

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			Vehicle/Equipment Key Box/Orga		
			Muffins for All Staff Meeting		
			Credit Card Service Fee		
			Tuition/Drone Class/Miles		
			Tuition/FTO Update/Trevino		
			Tuition/CALNENA Conf/Phipps		
			Tuition/FTP-SAC/2 Sergeants		
			Lodging/Chief's Exec AsstLara		
			Lodging/Chemical Immobilizatio		
			Lodging/ShermanBlock SLI 5 Kuo		
			Tuitio/Intime Schedule Trainin		
			Tuition/Balton Instructor Mele		
			Tuition/Basic Dispatcher/Hendr		
			Vehicle Gate Remotes		
			Cleaning Solutions for the Jai		
			Power Blocks for New Work IPho		
			Circuit Breaker Fuse		
			Black Oxide Truss Screws		
			Replacement Telephone Cords		
			Replacement Telephone Seats		
			Accessory Tool for Miter Saw		
			Replacement Power Adapt&Black		
			Accessory for Tool for Table S		
			Repair Parts for Radio Interco		
			Water-Sta 4		
			Catering/Coffee-Cpt's Meeting		
			Keyless Gun Safes-Ambulances-		
			Supplies-Annual Cpt's Meeting		
			Membership Renewal-Chf Stefano		
			Registration-March Ross/Ellard		
			Water & Kitchen Supplies-Sta 5		
			Animal Care Svs Event Equip		
			Ice-NHCC		
			Refreshments-Wedding Expo		
			Decor/Supplies-Wedding Expo		
			Office Supplies		
			FVP Kiosk Material		
			Vernal Pool Restoration		
			Event Supplies		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		<i>Line Description:</i>	Staff Uniforms		
			Classroom Equipment		
			Professional Development Regis		
			Native Pant Order Vernal Pools		
			Recreation Equipment for Adult		
			Office Equipment for BCC		
			General Training for 24 Part-T		
			Arts Promo Items		
			Flyer Subscription		
			Snoopy House Portables		
			Food for Staff Meeting		
			Supplies for Senior Center Boo		
			Supplies for Senior Transporta		
			Supplies for Water Station and		
			Decor for Senior Center		
			Membership Card Supplies		
			Food for Veterans Social Group		
			Refreshments for Senior Center		
			Refreshments for Social Srvs P		
			Table Linens for Special Event		
			Rec Equip-LEAP Program		
			Food/Supplies-LEAP Program		
			Art/Craft Supp-LEAP Program		
			Tools/Equipment-Senior Center		
			Excursion Deposit for Day Camp		
			Food and Supplies for Day Camp		
			Participant Clothing for Day C		
			Recreation Equipment for Day C		
			Recreation Equipment for Teen		
			Excursion Deposit for Teen Pro		
			Participant Clothing for YS Pr		
			Participant Clothing for Youth		
			Promo Items for Day Camp Progr		
			Promotional Items for YS Progr		
			Promotional Items for Youth Sp		
			Recreation Equipment Teen Prog		
			RecreationEquipment for Teen Pr		
			Mesa Water District		
			Recreation Equip Teen Prog		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015503	04/14/23	P	Ameerah Ghaznavi	0000029966	57.18
			Line Description: Mileage Reimb		
015504	04/14/23	P	Costa Mesa Employees Association	0000006284	3,766.18
			Line Description: Payroll Deduction 23-08		
015505	04/14/23	P	Costa Mesa Executive Club	0000006286	145.00
			Line Description: Payroll Deduction 23-08		
015506	04/14/23	P	Costa Mesa Firefighters Association	0000001812	8,334.17
			Line Description: Payroll Deduction 23-08		
015507	04/14/23	P	Costa Mesa Police Association	0000001819	7,140.00
			Line Description: Payroll Deduction 23-08		
015508	04/14/23	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 23-08		
015509	04/14/23	P	Francine Jimenez	0000029963	36.00
			Line Description: Strategic Planning Retreat		
015510	04/14/23	P	James Mun	0000029931	1,038.90
			Line Description: Mileage Reimb		
			Mileage Reimb		
			Mileage Reimb		
			Mileage Reimb		
			Mileage Reimb		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 9

Run Date Apr 13, 2023

Run Time 2:23:52 PM

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>
015511	04/14/23	P	Travel Costa Mesa	0000024750	231,890.58
<i>Line Description:</i> BIA Receipts Mar 2023					
TOTAL					\$445,952.01

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Apr 13, 2023

Run Time 2:23:25 PM

Bank: CMCF

Cycle: CFWEEK

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
000141	04/14/23	P	Kiwanis Club of Costa Mesa Foundation	0000000357	2,000.00
			Line Description: Kiwanis Club's Kelly Closet Pr		
000142	04/14/23	P	Trellis/Love Costa Mesa	0000025584	2,500.00
			Line Description: 2023 Love Costa Mesa Day		
				TOTAL	\$4,500.00

End of Report

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1
Run Date Apr 20, 2023
Run Time 2:23:52 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>
0242207	04/21/23	O	Southern California Edison Company Line Description: Overflow	0000004088	0.00
TOTAL					0.00

49,057.88
667,905.48
5,082.88

722,046.24

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
015512	04/21/23	P	Doug Ferguson	0000012703	250.00
			Line Description: Paramedic License Recert		
015513	04/21/23	P	Jason Santos	0000026332	111.00
			Line Description: Diversionary Device		
015514	04/21/23	P	Jerad Korte	0000025077	15.00
			Line Description: Coroner Office Parking Exp		
015515	04/21/23	P	Joshua Kuo	0000010901	185.00
			Line Description: Sherman Bloick SLO#8-JK		
015516	04/21/23	P	Julie Dance	0000006665	70.00
			Line Description: IAFCI Membership Renewal		
015517	04/21/23	P	Kyle Brosamer	0000026927	1,050.00
			Line Description: Confined Space Rescue Op/Tech		
015518	04/21/23	P	Kyle Myszka	0000029190	450.00
			Line Description: Rescue Systems 2		
015519	04/21/23	P	Luis Gomez	0000004237	621.00
			Line Description: Traffic Collision Adv		
			Traffic Collision Adv		
015520	04/21/23	P	Mark A Martinez	0000017462	278.64
			Line Description: Trng Mileage Exp Reimb		
015521	04/21/23	P	Natalie Sanchez	0000029997	407.00

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

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Records Supervisor Trng		
015522	04/21/23	P	Sally Ortiz	0000026155	407.00
			<i>Line Description:</i> ICI Child Abuse Trng		
015523	04/21/23	P	Steve Airey	0000014747	900.00
			<i>Line Description:</i> FEMA L952/All Hazards Position Paramedic License Recert		
015524	04/21/23	P	Taylor Voss	0000014832	338.24
			<i>Line Description:</i> Cal Chiefs Mileage Exp Reimb		
TOTAL					\$5,082.88

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERPage No. 1
Run Date Apr 20, 2023
Run Time 2:26:23 PMBank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242198	04/19/23	P	Michelle Azimi	0000030081	38,231.00
			Line Description: CBP Fee Refund		
			CUP Fee Refund		
0242199	04/19/23	P	Petty Cash Fund Narc Program	0000001833	10,000.00
			Line Description: Replenish SID Expense Fund		
0242200	04/19/23	P	Promotional Design Concepts Inc	0000018373	826.88
			Line Description: Rental of 15'D Earth Globe for		
TOTAL					\$49,057.88

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
0242201	04/21/23	P	Avaya Inc	0000009044	31,207.49
			Line Description: Maint & Support for City Phone		
0242202	04/21/23	P	BrightView Landscape Services Inc	0000026055	197,005.05
			Line Description: Citywide Landscape Maint Mar23		
0242203	04/21/23	P	City Net	0000029222	27,352.20
			Line Description: Street Outreach Feb 2023 CDBG- Street Outreach Jan 2023		
0242204	04/21/23	P	LINA	0000015623	30,025.41
			Line Description: Retiree Life Ins Prem April 23 Life/AD&D Ins Prem April 23 NYL Admin Fees March 23 Voluntary Life Ins Prem Apr 23 LTD Ins Prem April 23		
0242205	04/21/23	P	Pinnacle Petroleum, Inc	0000029315	25,491.79
			Line Description: Fuel-PD		
0242206	04/21/23	P	Southern California Edison Company	0000004088	175,581.97
			Line Description: 734 James 3/8-4/5/23 740 James 3/8-4/5/23 744 James 3/8-4/5/23 885 Junipero 3/3-4/2/23 EE/OBF Payment Sunflower/Plaza 3/1-3/31/23 2944 Bristol 3/16-4/13/23 Tennis Center 3/3-4/2/23 2750 Fairview 3/3-4/2/23 970 Arlington 3/3-4/2/23 980 Arlington 3/3-4/2/23 717 & 721 James 3/8-4/5/23		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 2

Run Date Apr 20, 2023

Run Time 2:23:26 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: Volcom Skate Prk 3/3-4/2/23
 2590 Placentia 3/8-4/5/23
 350 Bristol 3/10-4/9/23
 BCC 3/8-4/5/23
 567 W 18th 3/8-4/5/23
 Facilities March 2023
 Street Lights March 2023
 Baker/Royal Palm
 19th/NPT 3/1-3/31/23
 Npt Fwy/Baker 3/1-3/31/23
 SD Fwy On/Off 3/1-3/31/23
 308 University 3/14-4/11/23
 Park Maint
 2612 Harbor 3/16-4/13/23
 711 W 18th 3/8-4/5/23
 707 W 18th 3/8-4/5/23
 152 Baker 3/10-4/9/23
 1990 Placentia 3/7-4/4/23
 1587 Sunflower 3/9-4/6/23
 3175 Airway 3/10-4/9/23
 Arlington 3/10-4/9/23
 Joann St Bike 3/1-3/31/23
 360 Ogle 3/13-4/10/23
 Signals 2/7-3/6/23
 1560 Adams 3/14-4/11/23

0242208

04/21/23

P

AT & T

0000001107

4,101.54

Line Description: Smallwood Park
 Wakeham Park
 800 Mhz Radio Link
 DSL Line for Traffic Operation
 IT Computer Room
 DRC Alarm
 WSS Alarm
 Cool Line for PD
 TeWinkle Park
 PD Emergency Line
 DID Trunk Line

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Outgoing Trunk Line PD DSL Line Estancia Park		
0242209	04/21/23	P	Accessorie Air Compressor Systems	0000015332	2,280.03
			Line Description: Shop Air Compressor parts & sv		
0242210	04/21/23	P	Agriserve Pest Control Inc	0000025268	990.00
			Line Description: Fruit Suppression		
0242211	04/21/23	P	All City Management Services Inc	0000009480	12,049.31
			Line Description: School Crossing Guard Svs		
0242212	04/21/23	P	American Alarm Systems Inc	0000008900	1,257.96
			Line Description: 24HR CENTRAL STATION SECURITY 24HR CENTRAL STATION SECURITY		
0242213	04/21/23	P	BC Traffic Specialist	0000022225	314.39
			Line Description: 36" Orange Post Base Assembly		
0242214	04/21/23	P	BIT Pros Inc	0000029087	1,754.96
			Line Description: 553- Air Suspension & Horn 525 Electrical Repair		
0242215	04/21/23	P	Best Best & Krieger LLP	0000014491	3,020.88
			Line Description: Legal Svs-Fairview Park Mitiga		
0242216	04/21/23	P	Bob Barker Company Inc	0000021223	144.30
			Line Description: Shower Shoes for Inmates		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLYRun Date Apr 20,2023
Run Time 2:23:26 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242217	04/21/23	P	CBE	0000015149	539.56
			Line Description: Copier Maint 3/5-4/4/23 Copier Maint 8/5-9/4/22		
0242218	04/21/23	P	CDW Government Inc	0000005402	4,292.29
			Line Description: COMPUTER EQUIPMENT ELECTRONIC EQUIPMENT HP Color Laserjet VMWARE SUPPORT AND SUBSCRIPTIO		
0242219	04/21/23	P	Cabco Yellow Inc	0000028576	28.10
			Line Description: HOMELESS TRANSPORTATION		
0242220	04/21/23	P	Caliber Collision Centers	0000001355	140.00
			Line Description: Operational Permit15214 Refund		
0242221	04/21/23	P	California Auto Refrigeration	0000017147	440.70
			Line Description: AC Compressor,Condenser, O-Rin		
0242222	04/21/23	P	Canon Financial Services Inc	0000023241	6,922.19
			Line Description: COPIER LEASE 4/20-5/19/23 Copier Lease-Apr 23 Copier Maintenance COPIER LEASE-Apr 23 COPIER LEASE-Apr 23 COPIER LEASE-Apr 23		
0242223	04/21/23	P	Costa Mesa Auto Glass	0000010001	1,951.93
			Line Description: PD Undercover Window Tint PD-Undercover Window Repair PD-Under Cover- Window Ticket PD Undercover- Window Text		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: PD Undercover-Window Tint PD Undercover Window Repair		
0242224	04/21/23	P	County of Orange	0000003486	4,312.00
			Line Description: AFIS Fees for April 2023		
0242225	04/21/23	P	Crash Data Group Inc	0000025364	1,500.00
			Line Description: Annual Bosch CDR Software Subs		
0242226	04/21/23	P	Daniels Tire Service	0000001922	1,039.09
			Line Description: Warehouse Automotive Stock Warehouse Automotive Stock		
0242227	04/21/23	P	David Evans & Associates Inc	0000001937	7,939.50
			Line Description: Meyer/Pomona Final Traffic Cal Meyer/Pomona Final Traffic Cal		
0242228	04/21/23	P	Dell Computer Corp	0000001962	2,130.83
			Line Description: MONITOR ARM DELL MONITOR ENVIRONMENTAL FEE SALES TAX (7.75%) ULTRASHARP MONITOR		
0242229	04/21/23	P	Entenmann Rovin Company	0000002130	307.64
			Line Description: Badges		
0242230	04/21/23	P	Fed Ex	0000002190	104.08
			Line Description: Overnight Overnight Priority Overnight		

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>
0242231	04/21/23	P	Fleet Services Inc <i>Line Description:</i> Stock-Kit-Spares	0000002239	361.04
0242232	04/21/23	P	Forensic Nurse Specialists Inc <i>Line Description:</i> Victim Physical	0000014039	3,000.00
0242233	04/21/23	P	G & W Towing <i>Line Description:</i> Towing Svcs	0000002289	260.00
0242234	04/21/23	P	Galls LLC <i>Line Description:</i> Code Enforcement Uniform Jacke Code Enforcement Uniform	0000002297	368.52
0242235	04/21/23	P	Game Truck <i>Line Description:</i> DAY CAMP ENTERTAINMENT	0000029273	625.00
0242236	04/21/23	P	GameTime <i>Line Description:</i> Install Chin-up Station @ Tana	0000009097	7,250.64
0242237	04/21/23	P	Grainger <i>Line Description:</i> Electrical Supplies Hardware Supplies Credit on the Account	0000002393	1,263.95
0242238	04/21/23	P	Haaker Equipment Company <i>Line Description:</i> 6X22 Paradigm Hose	0000002433	1,961.44
0242239	04/21/23	P	Insight	0000008229	6,866.88

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> Apple iPad Recycle Fee Apple iPad Pro Apple Smart Sales Tax 7.75% Apple 24inch iMac Apple Magic Keyboard Recycling Fee Sales Tax 7.75%		
0242240	04/21/23	P	Integrated Impressions	0000003403	1,274.13
			<i>Line Description:</i> Promo Item-Branded Canvas Bags		
0242241	04/21/23	P	Interwest Consulting Group Inc	0000021505	2,843.75
			<i>Line Description:</i> Oncall Trans Eng Grant Mgt Sup		
0242242	04/21/23	P	Irvine Ranch Water District	0000005112	941.44
			<i>Line Description:</i> 258 Brentwood 2/6-3/7/23 308 University Dr 3/7-4/7/23 308 University Dr 2/4-3/7/23 258 Brentwood 3/7-4/7/23 220 E 23rd St 3/7-4/7/23 220 E 23rd St 2/7-3/6/23 170 Del Mar Ave Irr 3/7-4/7/23 170 Del Mar Ave Irr 2/7-3/6/23 261 Monte Vista 2/6-3/7/23 261 Monte Vista 3/7-4/7/23 2603 Elden Ave 2/6-3/7/23 2603 Elden Ave 3/6-4/6/23 106 Del Mar Ave 2/6-3/6/23 106 Del Mar Ave 3/7-4/7/23		
0242243	04/21/23	P	JC Motors	0000020143	721.95
			<i>Line Description:</i> Automotive Stock		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242244	04/21/23	P	JRM Construction West	0000029776	411.88
			Line Description: Permit Fee Reduction		
0242245	04/21/23	P	Jamison Engineering Contractors Inc	0000015713	4,500.00
			Line Description: CMPD Sump Pump Annual Svc		
0242246	04/21/23	P	Jess Long	0000026620	90.00
			Line Description: Basketball Referee 4/17/23		
0242247	04/21/23	P	Kelly Spicers Stores	0000029500	821.81
			Line Description: Color Copy Paper		
0242248	04/21/23	P	Los Angeles Times	0000003000	2,538.69
			Line Description: Legal Publications 3/1-3/31/23		
			IT Remodeling Proj		
			Placentia Ave Storm Water Qual		
0242249	04/21/23	P	Mad Science of West Orange County	0000029437	218.00
			Line Description: EC/LEAP Animal Friends 3/24/23		
0242250	04/21/23	P	Mark Taylor	0000029715	90.00
			Line Description: Basketball Referee 4/17/23		
0242251	04/21/23	P	Mesa Art & Framing	0000002944	1,239.13
			Line Description: SALES TAX (7.75%)		
			UTILITY BOX WRAPPING		
0242252	04/21/23	P	MetLife Legal Plans Inc	0000014707	4,203.00

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLYRun Date Apr 20,2023
Run Time 2:23:26 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Legal April 2023		
0242253	04/21/23	P	Mike Raahauges Shooting Enterprises	0000006853	350.00
			<i>Line Description:</i> Range Fees for SWAT Mar 23		
0242254	04/21/23	P	Mouse Graphics	0000001170	2,739.00
			<i>Line Description:</i> UTILITY BOX WRAP		
			SALES TAX (7.75%)		
			UTILITY BOX WRAP		
			SALES TAX (7.75%)		
0242255	04/21/23	P	Nico Hospitality LLC	0000028926	658.75
			<i>Line Description:</i> CDBG-CV Safety Stay		
			NHS Outreach Client Motel Stay		
0242256	04/21/23	P	Norwood Management LLC	0000029243	12,875.00
			<i>Line Description:</i> April 2023 Rent		
0242257	04/21/23	P	OC ATAC	0000030080	140.00
			<i>Line Description:</i> 2023 Awards Ceremony-4Empls		
0242258	04/21/23	P	Omari Smith	0000029906	120.00
			<i>Line Description:</i> Basketball Referee 4/12/23		
0242259	04/21/23	P	Raymond Handling Solutions Inc	0000017422	103.00
			<i>Line Description:</i> Forklift Maintenance		
0242260	04/21/23	P	Sean Simon	0000029869	120.00
			<i>Line Description:</i> Basketball Referee 4/12/2023		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242261	04/21/23	P	Shaw HR Consulting Inc	0000021706	300.00
			Line Description: ADA 1 Interaction Process		
0242262	04/21/23	P	Siemens Industry Inc	0000002904	12,917.86
			Line Description: HVAC Maintenance & Repair Serv		
0242263	04/21/23	P	SiteOne Landscape Supply LLC	0000024133	1,204.73
			Line Description: Irrigation Supplies		
			Irrigation Supplies		
0242264	04/21/23	P	Southern California Gas Company	0000004092	514.23
			Line Description: Bridge Shelter 3/13-4/11/23		
0242265	04/21/23	P	The Lincoln National Life Insurance Co	0000030039	14,004.90
			Line Description: ST Disability Ins Prem Apr 23		
0242266	04/21/23	P	The Lincoln National Life Insurance Co	0000030039	12,405.72
			Line Description: Accident Ins Prem Apr 23		
			Critical Illness Insur Apr 23		
0242267	04/21/23	P	Time Warner Cable	0000011202	1,465.71
			Line Description: Cable Box Upgrade for 2nd Fl		
			Equipment Charges-PD		
			Cable Services-City Hall		
			Cable Service-City Hall		
			Ethernet Fiber4 Svs-City Hall		
			HVAC Alarm-Library		
			Cable Services Bridge Shelter		
			2310 Placentia A Internet/Cabl		
			3175 Airway Ave B Internet Bri		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0242268	04/21/23	P	Tropical Acai & Juicery	0000029628	3,633.00
			Line Description: Booking Fee		
			Biodegradable Spoons		
			Classic Acai Bowls 16oz - EART		
0242269	04/21/23	P	UC Regents	0000022660	750.00
			Line Description: Victim Physical		
0242270	04/21/23	P	US Bank	0000002228	2,645.22
			Line Description: Payroll 23-07		
0242271	04/21/23	P	Vulcan Materials Company	0000007403	945.03
			Line Description: Asphalt Potholes Sidewalk Ramp		
			Asphalt Pothole Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
0242272	04/21/23	P	Ware Disposal Inc	0000000255	3,328.96
			Line Description: James St Removal Mar-Apr 23		
0242273	04/21/23	P	Waxie Sanitary Supply	0000004480	8,452.87
			Line Description: Warehouse Sample		
			Warehouse Sample		
			Warehouse Floor Stock		
			Warehouse Floor Stock		
			Warehouse Floor Stock		
			Warehouse Sample		
			Warehouse Floor Stock		
			Warehouse Floor Stock		
0242274	04/21/23	P	Xerox Financial Services	0000010450	902.06
			Line Description: Annual Renewal Lease of Copier		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 12
Run Date Apr 20, 2023
Run Time 2:23:26 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>
0242275	04/21/23	P	Yunex LLC	0000029573	1,253.00
<i>Line Description:</i> Pole KD Placentia & 18th Pole KD 17th & Tustin					
TOTAL					\$667,905.48



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1175

Meeting Date: 5/2/2023

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the Minutes of the Study Session meetings of March 14, 2023 and April 11, 2023 and Regular meetings of March 21, 2023 and April 4, 2023.



**CITY OF COSTA MESA
STUDY SESSION MEETING OF THE CITY COUNCIL
MARCH 14, 2023 – 5:00 P.M. MINUTES**

CALL TO ORDER –The Study Session meeting was called to order by Mayor Stephens at 5:02 p.m.

PLEDGE OF ALLEGIANCE – Led by the Mayor.

ROLL CALL

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

Absent: Council Member Harper

PUBLIC COMMENTS:

Speaker requested improvements at Brentwood Park, and provided a petition.

Andy Campbell, Fairview Park Steering Committee member, spoke on the committee having the opportunity to review the Capital Improvement Projects, spoke on a project pertaining to a recirculation pump for the wetlands, and a focus on the bluffs and mesa restorations.

Cynthia D'Agosta, Fairview Park Steering Committee member, spoke on having more communication on the park grant money received before decisions are made, spoke on restoration of the bluffs and wetlands, and spoke on fencing, signage, and trails that need to be updated.

Hank Castignetti, Orange County Model Engineers, spoke on working with the Fairview Park Advisory Committee on projects in Fairview Park.

STUDY SESSION ITEM:

1. PUBLIC WORKS DEPARTMENT OVERVIEW AND STATE GRANT PROJECTS

Presentation by Mr. Sethuraman, Public Works Director, Mr. Yang, City Engineer, Ms. Rosales, Transportation Manager, Mr. Ryan, Maintenance Services Manager

City Council recessed into a break at 6:45 p.m.

City Council reconvened at 6:58 p.m.

City Council conducted a study session providing feedback on Capital Improvement Projects, programs, services, and grant projects.

ADJOURNMENT –The Mayor adjourned the meeting at 7:57 p.m.

Minutes adopted on this 2nd day of May, 2023.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY
MARCH 21, 2023 – 6:00 P.M. - MINUTES**

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

ROLL CALL

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

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH 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
ANTICIPATED LITIGATION - ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(2)
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to California Government Code Section 54957, (b)(1)
Title: City Manager

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

Closed Session adjourned at 5:49 p.m.

CALL TO ORDER –The Regular City Council and Successor Agency to the Redevelopment Agency, and Housing Authority meeting was called to order by Mayor Stephens at 6:01 P.M.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

A video was played of the National Anthem and 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 Harper, Council Member Marr Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: None.

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

Mayor Stephens recognized Pacifica Christian High School Boys' Basketball Team for winning the CIF SoCal Regional Division II championship.

Mayor Stephens presented a proclamation to Hengameh Abraham in recognition of 2023 Nowrūz- Persian New Year.

Ralph Taboada, Chair and Bridget Gleason, Vice Chair, presented the Active Transportation Committee annual report.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, encouraged improvements at Brentwood Park.

T.J. Kelly spoke on a cat having an infected wound, expressed concerns on Newport Animal Hospital, and requested an audit.

Jay Humphrey, Costa Mesa, spoke on recognition for student academic achievements, requested the Active Transportation Committee to address electric bikes, spoke on Measure K and an inclusionary housing ordinance.

Speaker, spoke on high rents, on safety issues at their apartment, and the landlord not making repairs.

Janis Celeste, Fentanyl Solutions Inc., spoke on their mission and preventing Fentanyl deaths.

Juana Trejo spoke on homelessness, high rents and substandard living conditions, invited council to tour their districts, and spoke on Project Homekey and housing for veterans and seniors.

Speaker, spoke on high rents, and on substandard living conditions.

Speaker, spoke on a proposed State Emergency Operations Center at Fairview Developmental Center site, spoke on the Active Transportation Committee recommendations, and requested the meetings to be recorded.

Speaker, spoke on safety in schools, safety on the streets, and spoke on drugs destroying youth.

Kevin Cook thanked the City for providing sandbags.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Marr spoke on Newport Animal Hospital, spoke on Project Homekey and that it is housing for veterans and seniors, spoke on the proposed Emergency Operations Center at Fairview Developmental Center site, spoke on meeting with residents to tour neighborhoods, and spoke on having a representative at the Airport Commission meetings.

Council Member Reynolds spoke on priorities and the Council's Strategic Planning retreat, acknowledged women on staff for Women's History Month, spoke on an event on March 29th highlighting women in engineering fields at the Norma Hertzog Community Center, spoke on committee appointments and requested the City Council review the purpose, scope, and duties of the committees prior to appointments.

Council Member Chavez spoke on the Save Our Youth bike safety event, spoke on addressing citizen concerns on safety issues, engagement with the community to build trust, the difficulty of high rents and living conditions, spoke on the possibility of inspecting apartments, requested the Council review the purpose, scope, and duties of the committees prior to appointments and one person only on one committee or commission at a time, and requested to adjourn the meeting in memory of Huy Pham.

Council Member Gameros thanked staff for their hard work.

Council Member Harper thanked people for public comments, spoke on Fentanyl and drug issues, requested to look at committees and subcommittees and provide clear objectives, thanked staff for the installation of the Flock camera system, and requested an update on the Costa Mesa Tennis Center Request For Proposal.

Mayor Pro Tem Harlan spoke on improvements at Brentwood Park, requested an Inclusionary Housing Ordinance update, spoke on the Motel 6 Homekey conversion, and congratulated the El Matador for their 57th anniversary.

Mayor Stephens spoke on attending the Women Making a Difference event in Dana Point honoring Roxy Fyad and Jennifer Friend from Project Hope Alliance, spoke on hosting Nate Robbins on his podcast, spoke on addressing homelessness, and recognized the 10th anniversary of Trellis.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on the first art crawl, provided a homelessness update, spoke on the rental assistance programs available, spoke on a Fair Housing workshop for Spanish speakers on March 23rd at 5:00 p.m., spoke on a bicycle wayfinding signage project and a public outreach zoom webinar, will follow up on a representative at the Airport Commission meetings, spoke on Project Homekey, spoke on Parks and Recreation Department employment positions available, spoke on an investigation regarding the cat incident and Newport Animal Hospital, and Carol Molina, Finance Director provided an update on the Tennis Center Request For Proposal.

REPORT – CITY ATTORNEY – Ms. Hall Barlow stated that the claim from Mr. Corum regarding a house fire has been dismissed.

CONSENT CALENDAR (Items 1-10)

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

MOTION: Approve recommended actions for consent calendar items 1-10.

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: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working at Priceless Pets.

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: Mario Andrade, Eric Irwin, Jesse Isais, Joe Marchese, Linda Paz, Javier Rodriguez, Lieu Tran.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on this item due to his wife working for Priceless Pets.

ACTION:

City Council approved Warrant Resolution No. 2696.

4. MINUTES

ACTION:

City Council approved the Minutes of the Regular meeting of March 7, 2023.

5. INCREASE COMPENSATION TO VINCENT BENJAMIN GROUP, LLC AGREEMENT FOR TEMPORARY STAFFING SERVICES

ACTION:

1. City Council approved the increase of an additional \$100,000 to the Vincent Benjamin Group, LLC agreement and revised language for temporary Citywide staffing services.
2. Authorized the City Manager and City Clerk to accept and execute future amendments to the agreement.

6. CITY E-MAIL MANAGEMENT POLICY

ACTION:

City Council adopted Resolution No. 2023-04 approving the City E-Mail Management Policy.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DECLARING THE TERMINATION OF THE LOCAL STATE OF EMERGENCY DECLARED BY PROCLAMATION 2020-01 AND RATIFIED BY RESOLUTION NO. 2020-09, RESCINDING RESOLUTION NO. 2020-09 AND RESOLUTION NO. 2021-24

ACTION:

City Council adopted Resolution No. 2023-05 to terminate the City's State of Emergency related to the COVID-19 Pandemic and certain related emergency actions.

8. RESOLUTION AUTHORIZING STREET CLOSURES FOR THE 2023 ORANGE COUNTY MARATHON RUNNING FESTIVAL

ACTION:

City Council adopted Resolution No. 2023-06, designating event routes for the 2023 Orange County (OC) Marathon Running Festival and approving the temporary street closures for May 6, 2023 and May 7, 2023, as requested for the 2023 OC Marathon Running Festival.

9. AUTHORIZE THE USE OF SOURCEWELL'S NATIONAL COOPERATIVE AGREEMENT WITH NATIONAL AUTO FLEET FOR THE PURCHASE OF TWENTY-ONE (21) ALLMAND PORTABLE LIGHT TOWERS

ACTION:

1. City Council authorized the use of Sourcewell's National Cooperative Agreement No. 091521-NAF with National Auto Fleet Group for the purchase of twenty-one (21) Allmand GR Series portable light towers.
2. Authorized the purchase of twenty-one (21) Allmand GR Series portable light towers for \$310,971.15 through National Auto Fleet Group.

10. APPROVAL FOR THE PURCHASE OF AUTOMATIC EXTERNAL DEFIBRILLATORS FOR FIRE DEPARTMENT AND CITY FACILITIES AND PURCHASE OF "X" SERIES ADVANCED MONITOR /DEFIBRILLATORS

ACTION:

1. City Council authorized the use of GPO NPP contract no. PS20200 with Zoll Medical Corporation for the purchase of thirty-one (31) AEDs for the Fire Department and twenty-four (24) for City Facilities. (Attachment 1)
2. Authorized the use of GPO NPP contract no. PS2022 with Zoll Medical Corporation for the purchase of twelve (12) "X" Series Advanced Monitors/Defibrillators. (Attachment 2)

3. Approved and authorized the City Manager and City Clerk to execute the necessary documents to purchase the automatic external defibrillators (AED's) and "X" series monitors/defibrillators.

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

PUBLIC HEARINGS: NONE.

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

OLD BUSINESS: NONE.

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

City Council reconvened at 8:13 p.m.

NEW BUSINESS:

1. **ADOPTION OF THE SIDE LETTERS OF AGREEMENT BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA FIRE MANAGEMENT ASSOCIATION (CMFMA), THE COSTA MESA FIREFIGHTERS ASSOCIATION (CMFA), ADOPTION OF ACCOMPANYING SALARY RESOLUTIONS FOR THE CMPMA, CMFMA, CMFA, COSTA MESA DIVISION MANAGERS ASSOCIATION (CMDMA), EXECUTIVE EMPLOYEES, AND THE CONFIDENTIAL MANAGEMENT UNIT**

Presentation by Ms. Lee, Human Resources Manager.

Public Comments: None.

MOVED/SECOND: Council Member Marr/Council Member Gameros

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:

1. City Council approved and Adopted the Side Letter of Agreement between the City of Costa Mesa and CMPMA.
2. Approved and Adopted the Side Letter of Agreement between the City of Costa Mesa and CMFMA.

3. Approved and Adopted the Side Letter of Agreement between the City of Costa Mesa and CMFA.
4. Approved and Adopted Resolution Nos. 2023-07, 2023-08, 2023-09, 2023-10, 2023-11, and 2023-12 revising the pay ranges for CMPMA, CMFMA, CMFA, CMDMA, Unrepresented Executive Employees and the Confidential Management Unit.
5. Approved the Fiscal Impact Analyses.
6. Authorized the City Manager and members of the City's Negotiation Team to execute the MOU documents and appropriate into the respective departmental budgets.

2. FISCAL YEAR 2022-23 MID-YEAR BUDGET UPDATE AND ADJUSTMENTS INCLUDING RECOMMENDED STAFFING CHANGES

Presentation by Ms. Molina, Finance Director.

Public Comments: None.

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 Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council approved FY 2022-23 Budget Carryovers from the prior year in the General Fund and the various Capital Projects Funds for multi-year projects.
2. Approved key staffing changes and compensation adjustments in order to: recruit for and hire certain hard to fill classifications in the Parks and Community Services Department; enhance productivity in the Public Works, Development Services and Information Technology Departments; and create stronger succession plans in the City Manager's Office and Police Department.
 - a. Approved Resolution No. 2023-13, approving the new classification and salary/pay ranges for a Deputy City Manager and Deputy Police Chief and compensation adjustments for the Assistant City Manager.
 - b. Approved Resolution No. 2023-14, approving new classifications and salary/pay ranges for the Planning and Sustainable Development Manager and a Deputy Director of Public Works.

- c. Approved Resolution No. 2023-15, approving compensation adjustments and title changes for Parks and Community Services classifications and a title change for the Principal Civil Engineer.
- d. Approved Resolution No. 2023-16, approving compensation adjustments for Community Services Leaders and Lifeguards.

3. PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN OF FIRE STATION NO. 4 TRAINING FACILITY

Presentation by Mr. Yang, City Engineer.

Public Comments:

Betina Eastman spoke on considering bird strike through glass.

Speaker, spoke on College Hospital.

MOVED/SECOND: Council Member Gameros/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 Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council awarded the Professional Services Agreement to PBK Architects, Inc., 8163 Rochester Avenue, Suite 100, Rancho Cucamonga, California, for two years, with three one-year renewal periods, in an amount not to exceed \$362,000.
2. Authorized the City Manager and the City Clerk to execute the agreement and any future amendments to the agreement within Council authorized limits.

4. DISCUSSION REGARDING ENVIRONMENTAL INCOMPATIBILITY OF MODEL AIRCRAFT FLYING FIELD AT FAIRVIEW PARK AND CONSIDERATION OF STAFF'S RECOMMENDATION TO CLOSE THE MODEL AIRCRAFT FLYING FIELD TO PROTECT SENSITIVE AND RARE SPECIES AND HABITATS AT THE SITE

Presentation by Mr. Dalton, Fairview Park Administrator.

Council Member Marr clarified that only allowing gliders is under consideration.

Discussion ensued on impacts to the vernal pools, the difference between motorized aircraft and gliders, the frequency of flyers at the park, tracking measures, shifting the landing space, enforcement strategies, frequency of rangers at the park, nesting season, status of the master plan and timeline, flight operational guidelines, options outside of the park, ideal flying conditions, the number of permits typically issued, permit cost, signage, staff resources, retrieval protocols when a plane falls into a vernal pool, the location of the launch site, and regulatory agencies.

Public Comments:

Kyle Nazeer spoke on considering deterrents and incentives, spoke on the 4th Amendment search and seizure rules, and spoke on encouraging good behavior.

Bill Shaeffer, spoke in support of allowing glider flying.

Speaker on behalf of the Sea and Sage Audubon Society, spoke in support of closing the flying field.

Richard Morley spoke in support of allowing glider flying.

Speaker, spoke on the Police Department.

Jim Hanson, Costa Mesa, spoke in support of allowing glider flying.

Jay Humphrey, Costa Mesa, spoke in support of closing the flying field.

Andy Campbell, Costa Mesa, spoke in support of closing the flying field.

Josh Johnson, Costa Mesa, spoke in support of allowing glider flying.

Annie Younglove, Costa Mesa, spoke on CT programs for high school students, and spoke on benefits and opportunities for students.

Betina Eastman, spoke in support of closing the flying field.

Speaker, spoke in support of allowing glider flying.

Adam Ereth, Costa Mesa, spoke on Fairview Park being a mixed-use park for passive recreation, spoke on the Orange County Model Engineers long term use in the park, glider flying is an allowable use in Measure AA, and recommended options.

Speaker, spoke in support of allowing glider flying.

Daniel Rossovsky spoke in support of allowing glider flying.

Cassius Rutherford spoke in support of allowing glider flying.

James Robertson spoke in support of allowing glider flying.

Wendy Leece, Costa Mesa, spoke in support of closing the flying field.

Daniel Baume spoke in support of closing the flying field.

Speaker, spoke in support of allowing glider flying.

Cynthia McDonald spoke in support of closing the flying field.

Donald Wittenberg spoke in support of allowing glider flying.

Kevin Cook spoke in support of allowing glider flying.

Jim Erickson, Costa Mesa, spoke in support of allowing glider flying.

Mike Costello spoke in support of allowing glider flying.

Henry Smith spoke in support of allowing glider flying.

Speaker, spoke in support of allowing glider flying.

Speaker, spoke on Measure AA, spoke in support of allowing glider flying, and that the item should go to a vote of the people.

Cynthia D'Agosta spoke in support of closing the flying field.

Puneet Singh spoke in support of allowing glider flying.

John Rittenhouse spoke in support of allowing glider flying.

Hank Castignetti spoke in support of closing the flying field.

Discussion ensued on scientific data on harmful effect on species, degradation to the vernal pools and habitat due to encroachment, data on endangered species thriving during the shutdown, revisiting the compatibility study and recommendations to Council from the Fairview Park Steering Committee and the Parks and Community Services Commission, any notice of violations from regulatory agencies and compliance issues, a 2019 correspondence from the U.S. Department of Fish and Wildlife Service regarding endangered species and a series of recommendations, and conservation easements and mitigation agreements.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Continue the item to the April 18, 2023 City Council meeting.

Council Member Reynolds spoke to the motion which will allow time to review new information and conflicting information, review impacts and consequences, spoke on the Fairview Park Master Plan Update that will be a comprehensive update, and to explore alternative solutions and impacts.

The Council clarified public comments will be allowed at the April 18th meeting.

Council Member Marr spoke to the motion that there is time to postpone to address issues and additional questions, reviewing what the Master Plan allows, and forming a compromise.

Mayor Stephens requested any excerpts from the Master Plan pertaining to the flyfield and would like to see contracts or wording in the contracts that are a potential risk.

Council Member Gameros spoke on an operating model like the Orange County Model Engineers.

Council Member Chavez spoke on waiting to make a decision until after the Fairview Park Master Plan Update is completed.

Council Member Harper stated that Fairview Park is not a nature reserve and suggested special enforcement during the busiest flying times.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Continue the item to be heard at the April 18, 2023 City Council meeting.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council continued the item to be heard at the April 18, 2023 City Council meeting.

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

ADJOURNMENT –The Mayor adjourned the meeting at 11:46 p.m. in memory of Huy Pham.

Minutes adopted on this 2nd day of May, 2023.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk



**REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY*
APRIL 4, 2023 – 6:00 P.M. - 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 Harper, Council Member Marr (arrived at 4:15 p.m.) Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(2)
2. **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.
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to California Government Code Section 54957, (b)(1)
Title: City Manager
4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Yellowstone Women's First Step House, Inc., and Sober Living Network, Inc. v. City of Costa Mesa, United States District Court, Central District of California, Case No. SACV14-01852 JVS.

Ms. Hall Barlow, City Attorney, removed item number 1 from the closed session agenda and requested to add one item relating to the national opioid litigation. This was brought to the attention of the City after the agenda had been posted and needed to be considered prior to the next regularly scheduled meeting.

MOVED/SECOND: Mayor Stephens/ Council Member Chavez

MOTION: Approve adding the additional item relating to the national opioid litigation to the closed session agenda. Pursuant to California Government Code Section 54956.9 (d)(1) Existing Litigation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: Council Member Marr.

Abstain: None.

Motion carried: 6-0

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

Closed Session adjourned at 5:50 p.m.

CALL TO ORDER –The Regular City Council and Successor Agency to the Redevelopment Agency, 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 Pastor David Manne.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Harper (left at 10:40 p.m.), Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – Ms. Hall Barlow stated that the City Council voted to participate in the settlements with Teva, Walgreens, CVS, Walmart, and Allergan in regard to the national opioid litigation by the following vote:

MOVED/SECOND: Council Member Chavez/Council Member Marr

MOTION: Approve participating the national opioid litigation.

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

PRESENTATIONS:

Mayor Stephens recognized the Orange Coast College Women's Basketball Team CCCAA State Champion.

Mayor Stephens presented a proclamation to Dan Stefano, Costa Mesa Fire Chief, in recognition of 2023 National Public Safety Telecommunications Week.

Mayor Stephens presented a proclamation to Jennifer Friend, Chief Executive Officer of Project Hope Alliance, in recognition of 2023 National Community Development Week.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, recognized Council Member Marr on her new titles, achievements, and positions.

Speaker, expressed concern about cameras/license plate readers on traffic lights, and spoke against cameras at every intersection.

Kim Hendricks spoke on Fairview Nature Park and the fly field.

Len Redmond, spoke on Fairview Park, overgrown plants, problems with electric bikes, and recognized 911 responders.

Speaker, spoke on problems with electric bikes at Fairview Park, and on the speed humps on Royal Palm Drive.

Juana Trejo, requested information on Paularino Ave. improvements, spoke on landlords continuing to raise rents, invited the City Council to visit District 3, spoke on overcrowding in apartments, spoke on hope for low income communities, and fears of being evicted.

Jenn Tanaka, congratulated Council Member Marr on her new doctorate degree, spoke on the rental assistance program, and spoke on an inclusionary housing policy.

Wendy Leece spoke on the restoration and preservation of Fairview Park, and compliance with federal regulations.

Sue Lester, representing the Wetlands and Wildlife Care Center in Huntington Beach, requested Costa Mesa contribute to the non-profit center.

Speaker, spoke on the bus stops on Wilson, Harbor, and Placentia, spoke on having compassion for the homeless people, spoke on people that need rental assistance and the barriers to applying.

Leticia Ortiz spoke on having three jobs to pay the rent and to eat, spoke on a place next to McDonalds on 19th Street and requested a police presence due to potential drugs, spoke on monitoring local businesses that sell drugs.

Speaker, spoke on protecting Fairview Park, and is opposed to the flyers.

Cynthia McDonald, Costa Mesa, spoke on the State proposed Emergency Operations Center at Fairview Developmental Center, and the Environmental Impact Report, inquired if the City will submit formal comments, and spoke on an Inclusionary Housing Ordinance.

Speaker, spoke on preserving Fairview Park.

Hank Castignetti spoke on April 15th and 16th are free train ride days, spoke on preserving Fairview Park, and requested thoughts and prayers for Dr. Mehren who is very ill.

Debby Koken, Fairview Park Alliance, spoke on a restoration event at Fairview Park on Saturday at 9:00 a.m. for removing non-native plants.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Reynolds acknowledged community members, spoke on the proposed Emergency Operations Center and the City preparing a formal response, spoke on the cost of living, spoke on food insecurity and resources available, spoke on addressing homelessness, spoke on speeding and safe streets, spoke on an event on April 29th for bike helmet fitting, on May 27th Estancia High School is hosting a bike event with free helmets and safety education for e-bikes, spoke on attending an event with Council Member Marr regarding careers in engineering, and thanked Kelly Dalton for the Fairview Park vernal pool tour.

Council Member Chavez thanked first responders, welcomed students attending the meeting, thanked the Spanish speaking community for continuing to address the issues and raising concerns, attended a community outreach meeting at Northgate Market with Council Member Gameros, thanked all involved with the Bike Rodeo, spoke on the Joann Street bike trail encampments and graffiti, and congratulated the Estancia Eagles baseball team for winning the Battle of the Bell.

Council Member Gameros spoke on Springfest at Lions Park on Saturday, attending the Northgate community event and the bike rodeo, requested the status of opening the Luke Davis field.

Council Member Harper spoke on Driving While Distracted month and shared a video.

Council Member Marr spoke on an annual ride along with the Police Department, spoke on attending the women in engineering event, spoke on learning about barriers to rental assistance, wished everyone a Happy Easter, and offered prayers to Dr. Mehren and family.

Mayor Pro Tem Harlan spoke on a Daisy Troop visiting City Hall, congratulated Dr. Marr, and wished everyone a Happy Passover and Happy Easter.

Mayor Stephens requested staff to follow up on the Wildlife Center donation, wished everyone a Happy Easter and Holy Week, spoke on the good street conditions in Costa Mesa, spoke on the Flock cameras article in the LA Times, spoke on the City resource guide, praised Dr. Mehren, congratulated Dr. Marr, and spoke in memory of Henry Segerstrom on his 100th birthday.

REPORT – CITY MANAGER – Ms. Farrell Harrison, spoke on the proposed State and Regional Operations Center at the Fairview Developmental Center site and the City providing a formal response, spoke on celebrating Earth Day on April 22nd, Spring Fest on April 8th, congratulated Dr. Marr, and wished all a Happy Easter, Passover, and Ramadan.

REPORT – CITY ATTORNEY – Ms. Hall Barlow, congratulated Dr. Marr on her achievement.

CONSENT CALENDAR (Items 1-5)

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

MOTION: Approve recommended actions for consent calendar items 1-5 except for item No. 4.
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: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working at Priceless Pets.

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: Mercury Insurance Company (Robert Wilson), Austen Kelekian, Lili Mayer, Tien Nguyen, Gerardo Quintana, Nathan Rivera, Deborah Wilkinson.

3. WARRANT RESOLUTION

Council Member Gameros recused himself on this item due to his wife working at Priceless Pets.

ACTION:

City Council approved Warrant Resolution No. 2697.

5. THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES

ACTION:

1. City Council awarded the contract for Third Party Workers Compensation Claims Administration Services per Request for Proposal (RFP) to AdminSure, Inc.
2. Authorized the City Manager and City Clerk to execute the five (5) year Professional Services Agreement for the contract.

ITEMS PULLED FROM THE CONSENT CALENDAR

4. A RESOLUTION RECOGNIZING AND DECLARING JUNE 19 OF EACH YEAR AS A PAID CITY HOLIDAY IN OBSERVANCE OF JUNETEENTH

Council Member Harper spoke on the financial impacts and that the financial analysis should provide all the costs, stated the item should not have been placed on consent calendar, and on the total number of holidays employees receive.

Public Comments:

Speaker, spoke on June 19th being a Federal and State holiday, and the City of Los Angeles recognizing June 19th.

Andrew Barnes spoke on the financial impacts and the financial analysis providing all the costs.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

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: Council Member Harper.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

City Council adopted Resolution No. 2023-17 declaring Juneteenth as a City holiday.

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

PUBLIC HEARINGS: NONE.

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

OLD BUSINESS: NONE.

City Council recessed into a break at 7:58 p.m.

City Council reconvened at 8:13 p.m.

NEW BUSINESS:

1. THE COSTA MESA LOCAL HAZARD MITIGATION PLAN

Presentation by Ms. Emrick, Acting Emergency Services Manager.

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 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 adopted Resolution No. 2023-18 to approve the City of Costa Mesa's Local Hazard Mitigation Plan.

2. REVIEW OF CITY COMMITTEES

Presentation by Ms. Farrell Harrison, City Manager and Ms. Green, City Clerk.

Public Comments:

Ralph Taboada spoke on a lack of communication with committee members, different points of view regarding the creation of ad hoc Committees, the subcommittees do not utilize staff time, and spoke on the work being done in the subcommittees.

Speaker, spoke on the committee structure and standards, staff time, and Council Members evaluating committees.

Cynthia McDonald spoke on volunteers that want to participate, spoke on City Council attending meetings, committee work plans, and spoke on the purpose of ad hoc Committees.

Speaker, spoke on participating at meetings and is opposed to decreasing committee membership.

Speaker, spoke in opposition to the recommended changes, and spoke on reviewing the work plans and schedules for each committee.

Speaker, spoke on voting to receive and file, citizen involvement, keeping FiPAC meetings monthly, and on ad hoc Committees compliance with the Brown Act.

Speaker, spoke on the purpose of the committees, City Council input from the committees, the number of committee members, time limits, community input, and is in support of committee meetings via zoom.

Andrew Barnes spoke on the Brown Act, not decreasing public involvement and transparency, spoke on decreasing the number of staff that attend meetings, and in support of additional funding for staff.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Continue the item to the July 18, 2023 to allow time for the City Council to review the committees purpose, scope, and duties.

Discussion ensued on scope of work, statement of purpose, staffing impacts, frequency of meetings, the number of ad hoc committees, and a process for addressing concerns.

Council Member Chavez spoke in opposition of the motion.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Continue the item to the July 18, 2023 to allow time for the City Council to review the committees purpose, scope, and duties.

The motion carried by the following roll call vote:

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

Nays: Council Member Chavez.

Absent: Council Member Harper.

Abstain: None.

Motion carried: 5-1-1

ACTION:

City Council continued the item to the July 18, 2023 to allow time for the City Council to review the committees purpose, scope, and duties.

3. **LICENSE AGREEMENT WITH THE COSTA MESA-NEWPORT HARBOR LIONS CLUB**

Presentation by Mr. Stoddart, Recreation Supervisor.

Public Comments:

Speaker, spoke on the 76th Fish Fry in City, is looking forward to working with the City, and the money goes back into the community.

MOVED/SECOND: Council Member Reynolds/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 license agreement between the City of Costa Mesa and the Costa Mesa-Newport Harbor Lions Club to host the annual Fish Fry event at the Lions Park Campus beginning in 2023.
2. Authorized the City Manager and City Clerk to execute the agreement and all future amendments to the agreement.

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

ADJOURNMENT –The Mayor adjourned the meeting at 10:57 p.m. in memory of Henry Segerstrom's 100th birthday.

Minutes adopted on this 2nd day of May, 2023.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



**CITY OF COSTA MESA
STUDY SESSION MEETING OF THE CITY COUNCIL
APRIL 11, 2023 – 5:00 P.M. MINUTES**

CALL TO ORDER –The Study Session meeting was called to order by Mayor Stephens at 5:01 p.m.

PLEDGE OF ALLEGIANCE – Led by the Mayor.

ROLL CALL

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

Absent: None.

PUBLIC COMMENTS:

Speaker, spoke in support of Active Transportation Plan projects.

Speaker, spoke in support of Brentwood Park Improvements.

Speaker, spoke in support of improvements at the Tennis Center and LED lighting, the skate park, Active Transportation Committee projects, and spoke on funding for projects on Adams Ave.

Speaker, spoke in support of the Brentwood Park improvements.

Speaker, spoke in support of the Brentwood Park improvements, and requested ADA compliant benches and access.

Speaker, spoke in support of the Brentwood Park improvements.

Andy Campbell spoke in support of the budget for Fairview Park, and spoke on reconsidering the pump station recirculation project.

Speaker, spoke in support of the Brentwood Park improvements.

Speaker, spoke in support of the Brentwood Park improvements.

Katie Crawford spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion.

Lynn Toohey spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion.

Marisa Swain spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion.

Cynthia McDonald spoke in support of the recommendations from the Active Transportation Committee, spoke on putting bike racks next to facilities, and spoke in support of the tennis center upgrades.

Jacqueline Dresow spoke in support of the Brentwood Park improvements.

Bob Torribio spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion.

Susan Theran spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion.

Speaker spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion, spoke on lawn maintenance being cut too low, and grading hills.

James Wright spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion, and spoke on the lawn maintenance.

Mariah McDaniel spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion, spoke on the lawn maintenance, and home values.

Emily Cohen spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion.

Jon Crawford spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion, and expressed concern on parking.

Speaker, spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion, and requested more community input on the improvements.

Mike & Rosi spoke in support of the playground improvements at Brentwood Park, but are opposed to any expansion, and supports green space.

Speaker, spoke in support of the playground improvements at Brentwood Park, but is opposed to any expansion, and requested community input on the improvements.

NEW BUSINESS:

1. FISCAL YEAR 2023-24 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND FIVE-YEAR (2023-24 TO 2027-28) CIP STUDY SESSION

Presentation by Mr. Sethuraman, Public Works Director,

The City Council provided feedback and general direction on the Fiscal Year (FY) 2023-24 Proposed Capital Improvement Program (CIP) Budget and the Five-Year (FY 2023-24 to FY 2027-28) CIP.

ADJOURNMENT –The Mayor adjourned the meeting at 7:11 p.m. in memory of the USS Thresher.

Minutes adopted on this 2nd day of May, 2023.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1166

Meeting Date: 5/2/2023

TITLE:

BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION, RESOLUTION OF INTENTION, AND REVIEW OF ANNUAL REPORT

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: ALMA REYES, DEPUTY CITY MANAGER

CONTACT INFORMATION: ALMA REYES, DEPUTY CITY MANAGER, (714) 754-5090

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the 2022-2023 Annual Report for the Business Improvement Area (BIA) (Attachment 1).
2. Receive and file the audited financial report for Fiscal Years Ended June 30, 2021 and June 30, 2022 (Attachment 2).
3. Adopt the Resolution declaring the City's intention to levy an annual assessment for Fiscal Year 2023-24 for the Business Improvement Area covering certain Costa Mesa hotels and motels and setting the time and place for a Public Hearing on the proposal (Attachment 3).

BACKGROUND:

The Parking and Business Improvement Area Law of 1989 (Streets and Highways Code §§ 36500, et seq.) enables cities to impose an assessment fee on businesses within an area designated by the City.

On July 5, 1995, the City Council adopted Ordinance No. 95-9 to establish a Business Improvement Area (BIA) for the purpose of assisting the hotel and motel industry in its promotion of tourism within the City.

The City Council authorized the City Manager to enter into an agreement with the Costa Mesa Tourism and Promotion Council to develop and administer the BIA. In 2001, the Costa Mesa Conference & Visitor Bureau (CVB), now known as Travel Costa Mesa (TCM), became the administrator of the BIA.

In accordance with TCM bylaws, TCM's Board of Directors is currently comprised of eleven (11) General Managers from the eleven (11) participating hotels and motels, one member of the City

Council, and the City Manager's designee.

Since November 2010, the City levies a three percent (3%) special assessment on the eleven (11) participating hotels in the BIA based on the sale of overnight guestroom stays in the partner hotels (2,375 total available rooms). The levy is transmitted by the hotels to the City, and ninety-nine-percent (99%) of the special assessment is remitted to TCM. The remaining one percent is retained by the City to offset administrative costs.

ANALYSIS:

Currently, the number of properties included in the BIA assessment levy is limited to the eleven (11) hotels and motels that have expressed an interest in participating in the program, as detailed in the proposed Resolution of Intention (Attachment 3). Upon adoption of the Resolution of Intention, property owners of the participating hotels will be notified in writing within seven (7) days of the assessment renewal. Subsequently, the Resolution will be published in the Daily Pilot at least seven (7) days prior to the public hearing scheduled for June 6, 2023, at 7 p.m. City staff will also notify all the hotels and motels in the City not currently included in the BIA to allow them the opportunity to participate in the BIA.

Property owners will be provided an opportunity to speak in support of, protest the annual assessment, and/or address any concerns regarding the BIA at the public hearing. The City Council will vote to adopt or deny the resolution levying an annual assessment for the upcoming fiscal year, and makes the ultimate decision as to the size of and the properties to be included in the BIA. Upon the approval of the annual assessment, the three percent (3%) assessment is collected along with the City's Transient Occupancy Tax (TOT). The hotels and motels included in the BIA are required to itemize the BIA levy as a separate assessment. The staff at TCM manage the day-to-day activities and provide all services to administer the BIA.

Per the agreement between the City of Costa Mesa and TCM and as required by Streets and Highways Code section 36533, TCM is required to provide an annual report describing the programs and activities implemented during the previous fiscal year as well as the status of the programs and activities implemented during the current fiscal year (Attachment 1). The City Council may approve the report as filed or modify the report and approve it as modified. Once the City Council approves the report, it may adopt the resolution of intention to levy the annual assessment.

Further, in accordance with the agreement between the City and TCM, the annual audit for Fiscal Years Ended June 30, 2021 and June 30, 2022 has been completed by KMJ Corbin & Company, an independent auditor, and paid for by assessment funds. The audit is intended to ensure that the assessment revenue is expended for public purposes as specified within the resolution and that no expenditures are made in a manner contrary to the agreement. The City Council is requested to receive and file the independent audit (Attachment 2).

Highlights of the 2022-2023 Fiscal Year

Travel Costa Mesa continues its dedication to showcasing the City of Costa Mesa as the City of the Arts and further enhancing the City's brand as a premier destination in Orange County. The celebration of the City's most anticipated opening of the decade, the Orange County Museum of Art

(OCMA), was one of the year's highlights. In addition, TCM continued an "always-on" marketing strategy in 2022-23, mixing brand awareness campaigns with promotions to help increase hotel occupancy during times of need. Website traffic increase, with new website users increased by 28.8% and page views increased by 27.8%. Successful campaigns included the Create Your Escape Close to Home, Road Trip, What If, What Will You See Next in Costa Mesa, and other sub-campaigns.

Leisure travel during the summer was substantial due to continued pent-up demand and group business travel was on an upward trajectory. Overall occupancy grew 7% and average daily rate grew 22% compared to 2021. Compared to 2019 levels, the overall weekend occupancy segment was 81.1%, almost fully recovered, and the transient weekday occupancy segment was 47.5% of the overall business, down only one percentage point. The weekday contract occupancy segment was 7%, approximately half of what it was in 2019. However, Costa Mesa's weekday group segment exceeded 2019 numbers by 2%. TCM pursued group sales success by attending 12 industry trade shows in FY 2022-23, with 254 leads generated and 73,899 lead room nights of these leads generated.

ALTERNATIVES:

City Council may choose to deny the resolution of intention, which will prevent the public hearing from taking place to consider levying an annual assessment for the upcoming fiscal year.

FISCAL REVIEW:

According to the audit report, TCM's cash equity as of June 30, 2022 totaled \$2,599,536. Based on the 2022-23 annual report, TCM is forecasting \$2.9 million in revenues for the current fiscal year, a 121% increase from the prior fiscal year. As of February 2023, BIA revenues were at \$2.1 million.

The City receives one percent (1%) of the BIA revenue/assessment as partial reimbursement for its collection and administrative costs. The one percent (1%) allocated to the City for reimbursement is estimated at \$29,000 for the 2022-23 fiscal year.

Since 2014, TCM has also provided funding to the City to support community-wide marketing and community events that attract many visitors to Costa Mesa under a Professional Services Agreement (PSA). The City began budgeting the TCM Community Events Programing for a total of \$164,000. This budget typically added annually as an addendum to the existing Professional Services Agreement between the City and TCM, approved by City Council at a public hearing. Although the TCM community event funds were not available during FY 2020-21 and FY 2021-22, the City intends to resume all special community events and marketing efforts to pre-pandemic levels and reinstate the TCM funding in FY 2023-24.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council's continuous efforts to promote the City of Costa Mesa for its rich and vibrant community that offers many attractions for residents, visitors and businesses.

CONCLUSION:

Adoption of the resolution of intent is the initial step in the reauthorization of the BIA assessment. State law mandates the specific procedure to be followed in the establishment of such an area. Staff will make a presentation to the City Council on the implementation of the BIA assessment at the public hearing on June 6, 2023; however, the City Council must approve the annual report and the proposed resolution of intention before the hearing can be scheduled to consider the levying of an annual assessment.

Therefore, staff recommends that the City Council:

1. Approve the 2022-23 Annual Report for the Business Improvement Area (BIA) (Attachment 1).
2. Receive and file audited financial report for Fiscal Years Ended June 30, 2021 and June 30, 2022 (Attachment 2).
3. Adopt Resolution 23-xx, declaring the City's intention to levy an annual assessment for Fiscal Year 2023-24 for business improvement area covering certain Costa Mesa hotels and motels and setting the time and place for a public hearing on the proposal (Attachment 3).



**TRAVEL
COSTA
MESA**

2022/23 ANNUAL REPORT

TABLE OF CONTENTS





4	President's Message
6	Funding Source
8	Lodging/Hotel Partners
10	Travel Sentiment
12	U.S. Travel Association
14	Visit California
18	Marketing
24	PR & Media Coverage
28	Group Sales
31	Travel Costa Mesa Leadership

PRESIDENT'S MESSAGE

THE aura of how Travel Costa Mesa (TCM) began the new fiscal year was rooted in optimism. Travel from a leisure perspective was robust as we entered into summer with continued pent-up demand and group business travel was on an upward trajectory. The celebration of the city's most anticipated opening of the decade, the Orange County Museum of Art (OCMA), was the catalyst for a first-ever "Arts You'll Fall For" marketing campaign. In February 2023, TCM launched "What Will You See Next," a new branding campaign designed to inspire and excite travelers to visit the City of the Arts®.

TCM's marketing efforts focused on the drive market—a radius of consumers within a few hours of the city—and that aim will continue. Content creators injected travel inspiration into arts and culture, dining, and shopping niches. Summer and holiday co-ops with Visit California (VCA), the state's destination marketing organization, were also launched, as was an inspiring new meeting guide for event planners. New group business opportunities continued to grow as the organization's destination sales executive completed a dozen in-person trade shows.

U.S. Travel Association, the national, non-profit organization representing all components of the travel industry, focused on restoring international inbound travel, meetings, events, and business travel, facilitating opportunities for the industry to work together and address industry issues.

Visit California's core objectives included cultivating the California brand while triggering engagement, active consideration, and drive-market development. Its focus centered around restoring travel spending by increasing domestic leisure travel, professional meetings and events, international visitation, and urban tourism. This fiscal year, VCA received \$15 million in marketing funds from



OUR VISION WILL BE GUIDED BY CREATIVITY, CONSUMER TRENDS, AND BEST PRACTICES THAT KEEPS VISITORS WONDERING WHAT THEY WILL SEE NEXT.

MISSION STATEMENT

Travel Costa Mesa enhances and promotes the destination brand experience, further increasing visitor spending for industry and community economic viability, sustainability, and quality of life.

the state to continue to support the ongoing recovery of California's tourism economy. Domestic tourism marketing programs targeted to increase travel to destinations within the state were supplemented with these funds.

As 2022 came to an end, occupancy for the country grew to **62.7 percent**, up over **eight percent** compared to the previous year. California outperformed the country with an occupancy of **67.5 percent**, up over **10 percent** compared to the previous year. Hotel average daily rates increased **19 percent** across the country and **21 percent** in California. As 2023 progresses, U.S. Travel Association is forecasting a slight softening of leisure travel demand compared to 2022. However, business travel and pent-up demand for meetings, events, conventions, and tradeshows is expected to increase in 2023.

TCM's priority is to support the travel and tourism industry for its partners. Our efforts are focused on increasing brand awareness for Costa Mesa, marketing the city as a desirable, overnight Orange County destination for both leisure and group business. As we plan for the upcoming fiscal year, our vision will be guided by creativity, consumer trends, and best practices that keeps visitors wondering what they will see next.



Paulette Lombardi-Fries
PRESIDENT, TRAVEL COSTA MESA



In 1995, Travel Costa Mesa was formed as a non-profit corporation to market the city of Costa Mesa as a desirable, leisure overnight destination in Orange County.

VISION STATEMENT

Travel Costa Mesa is the engaged destination marketing leader, supporting, and selling the city's distinct visitor brand experiences and advocating community tourism benefits.

KEY OBJECTIVE

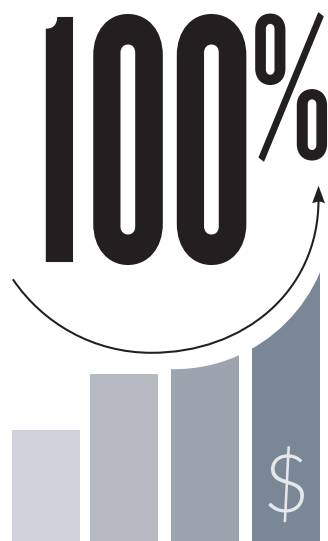
Increase brand awareness for the city of Costa Mesa as a desirable, overnight, leisure Orange County destination.

SALES OBJECTIVE

Increase brand awareness and new group room nights for the city of Costa Mesa – to make it the preferred Orange County destination ideal for small to mid-size business and boost the economic benefits throughout the city.



FUNDING SOURCE



of TCM's funding
comes from BIA

Business Improvement Area (BIA) Assessment

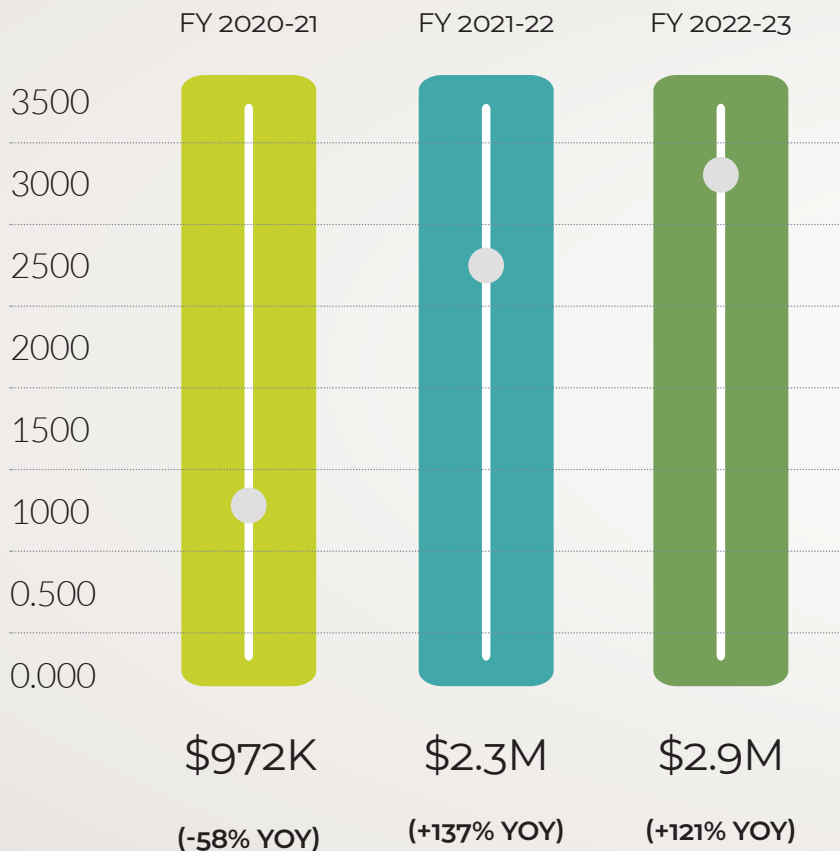
Travel Costa Mesa (TCM) is entirely funded through the City of Costa Mesa's Business Improvement Area (BIA) assessment. Each of the 11 Costa Mesa partner hotels listed in this annual report collects a **3%** levy from overnight hotel guests (2,375 total available rooms). All of the Transient Occupancy Tax (TOT) that the City collects goes into its general fund.

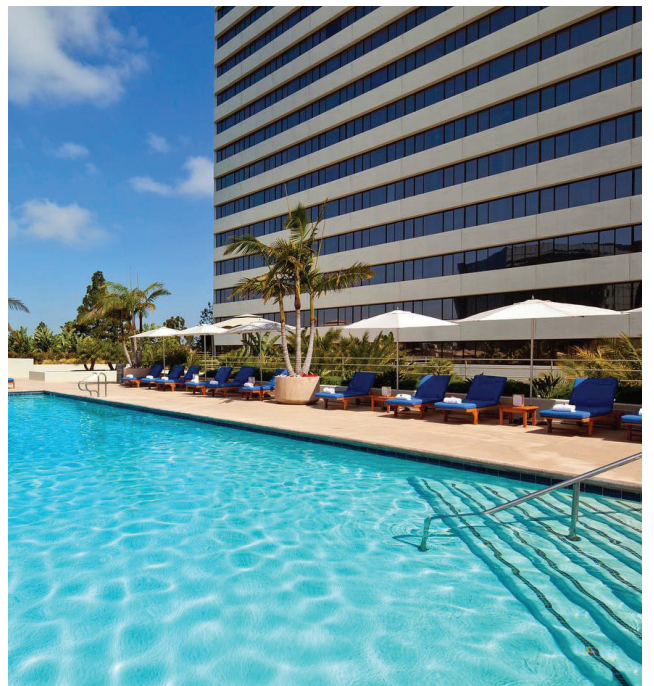
Business owners shall pay the BIA assessment to the Costa Mesa City Finance Department on a monthly basis. A penalty and interest shall be assessed on late payments. New hotel and motel businesses that are interested in participating should contact the City and TCM. This is a voluntary program for hotel partners.

TCM forecasts BIA revenue to reach \$2.9M for fiscal year (FY) 2022-23, a **+121%** year-over-year (YOY). As of February 2023, BIA funds are at \$2.1M.

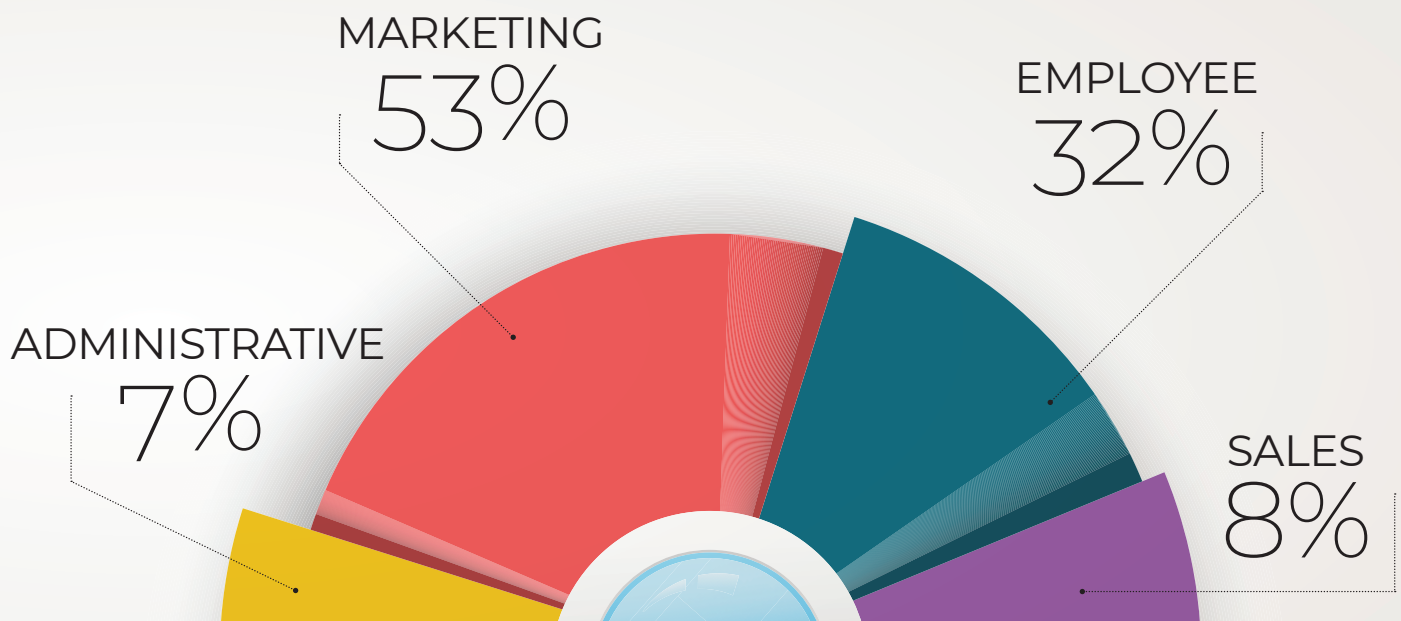


BIA REVENUE





PRIMARY EXPENSES (FY 2022-23 PROJECTIONS)



In addition to the above primary expenses, \$476K in existing reserves will be used for hotel marketing funds.



LODGING/HOTEL PARTNERS

LODGING + ADDRESS	BUSINESS OWNER	PROPERTY OWNER
Avenue of the Arts Costa Mesa, A Tribute Portfolio Hotel 3350 Avenue of the Arts Costa Mesa, CA 92626	Rosanna Inc. 3350 Avenue of the Arts Costa Mesa, CA 92626	Rosanna Inc. 3350 Avenue of the Arts Costa Mesa, CA 92626
Ayres Hotel Costa Mesa 325 Bristol St. Costa Mesa, CA 92626	Newport Country Inn & Suites, Inc. 355 Bristol St., Ste. A Costa Mesa, CA 92626	Newport Country Inn & Suites, Inc. 355 Bristol St., Ste. A Costa Mesa, CA 92626
Best Western Plus Newport Mesa Inn 2642 Newport Blvd. Costa Mesa, CA 92627	James Hsuen & Shang-Pu Lee 2642 Newport Blvd. Costa Mesa, CA 92627	James Hsuen & Shang-Pu Lee 2642 Newport Blvd. Costa Mesa, CA 92627
Crowne Plaza Costa Mesa Orange County 3131 Bristol St. Costa Mesa, CA 92626	Brighton Management 20342 SW Acacia St. Newport Beach, CA 92660	Bright Bristol Street, LLC 3131 Bristol St. Costa Mesa, CA 92626
Hilton Orange County/Costa Mesa 3050 Bristol St. Costa Mesa, CA 92626	Ashford TRS CM LLC 14185 Dallas Pkwy, Ste. 1100 Dallas, TX 75254	Remington Lodging & Hospitality LP 14185 Dallas Pkwy, Ste. 1100 Dallas, TX 75254
Holiday Inn Express & Suites Costa Mesa 2070 Newport Blvd. Costa Mesa, CA 92627	Narendra B. Patel 2070 Newport Blvd. Costa Mesa, CA 92627	Narendra B. Patel 2070 Newport Blvd. Costa Mesa, CA 92627
Costa Mesa Marriott 500 Anton Blvd. Costa Mesa, CA 92626	HEI Hotels & Resorts 101 Merritt 7 Corporate Park, 1st Fl. Greenwich, CT 06830	Starwood Capital Group 591 W. Putnam Ave. Greenwich, CT 06830
OC Hotel Costa Mesa 2430 Newport Blvd. Costa Mesa, CA 92627	SAI KSP INC. 11556 Manchester Way Porter Ranch, CA 91326	Sanjay Panchal 11556 Manchester Way Porter Ranch, CA 91326
Ramada by Wyndham Costa Mesa/Newport Beach 1680 Superior Ave. Costa Mesa, CA 92627	B.D. Inn Inc./Ramada Ltd. 1680 Superior Ave. Costa Mesa, CA 92627	B.D. Inn Inc./Ramada Ltd. 1680 Superior Ave. Costa Mesa, CA 92627
Residence Inn by Marriott Costa Mesa Newport Beach 881 Baker St. Costa Mesa, CA 92626	Marriott International 10400 Fernwood Rd. Bethesda, MD 20817	BRE Select Hotels & Resorts 6201 15th Ave. Brooklyn, NY 11219
The Westin South Coast Plaza 686 Anton Blvd. Costa Mesa, CA 92626	Host Hotels & Resorts 6903 Rockledge Dr., Ste. 1500 Bethesda, MD 20817	Secon Properties 3315 Fairview Rd. Costa Mesa, CA 92626



Hotel Inventory Update

Orange County continues to draw investors and capital into the area with extensive renovations. Highlights include:

- **Pendry Newport Beach** (replacing Fashion Island Hotel) is expected to welcome guests in summer 2023. The high-end hotel will have 295 rooms, 82 suites, and a wellness spa.
- The Irvine Company sold **Hotel Irvine** to Hyatt and will undergo an extensive renovation that will include 541 guest rooms. Anticipated opening date is fall 2023.
- **Element Irvine** opened in July of 2022 with 124 rooms.
- **Residence Inn by Marriott Anaheim Brea** completed their new build with 138 suites.

Looking Forward With Positive Results

Costa Mesa, like many other Orange County cities, saw performance metrics increase in calendar year 2022 as leisure pent up demand grew during the pandemic.

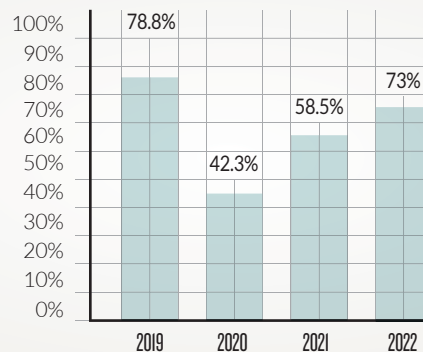
- Overall occupancy grew **+7%** and average daily rate grew **+22%** compared to 2021.
- Compared to 2019 levels, the overall weekend occupancy segment was **81.1%**, almost fully recovered, and the transient weekday occupancy segment was **47.5%** of the overall business, down only one percentage point.
- The weekday contract occupancy segment was **+7%**, approximately half of what it was in 2019. However, Costa Mesa's weekday group segment exceeded 2019 numbers by **2%**.

In 2023, weekday group and transient demand is expected to grow modestly.

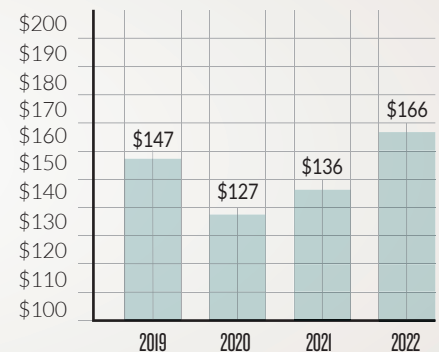
TCM HOTEL PARTNERS



OCCUPANCY



AVERAGE DAILY RATE (ADR)



In 2022, Orange County hotels (\$201 ADR, 71.3% occupancy) outpaced California hotels (\$187 ADR, 67.5% occupancy) and U.S. hotels (\$149 ADR, 62.7% occupancy).



TRAVEL SENTIMENT

Leisure Travel

America's level of excitement to travel is at a three-year high according to Destination Analysts, an independent research firm that surveyed thousands of adult American travelers about their perceptions and behaviors around travel since the pandemic. The following findings, which were shared with the tourism community, represent over 4,000 surveys collected in January 2023 across four U.S. regions.

Destination  Analysts

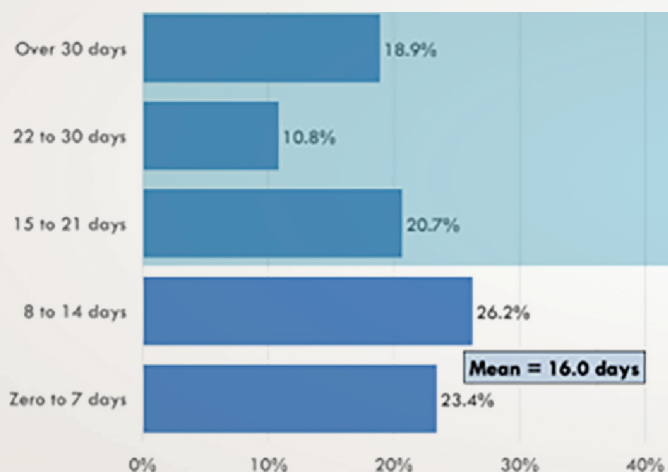


TOP 3 TRAVEL MOTIVATORS

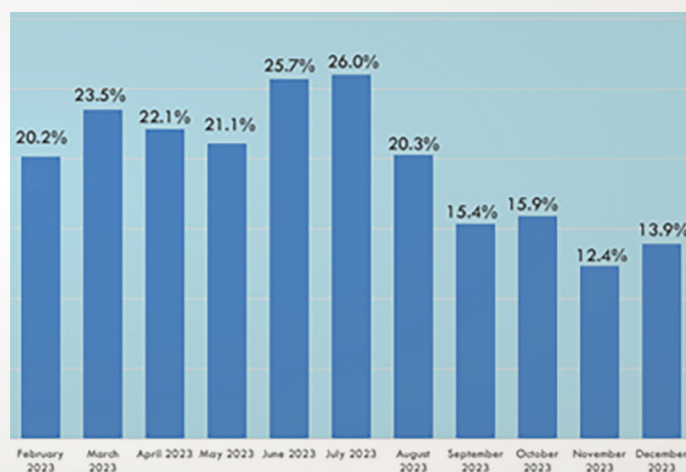
71.2%	70.6%	69.4%
Quality time with loved ones	Creating new memories	Experiencing new places to travel



IN THE NEXT 12 MONTHS, **50%** OF AMERICANS HAVE 15 OR MORE DAYS AVAILABLE FOR LEISURE TRAVEL

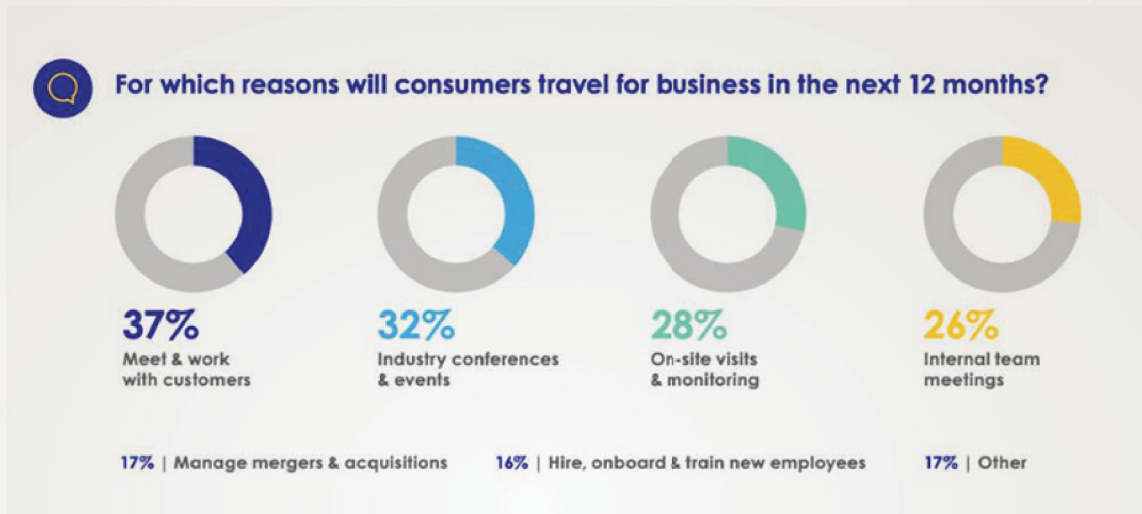


84% CURRENTLY HAVE TRAVEL PLANS



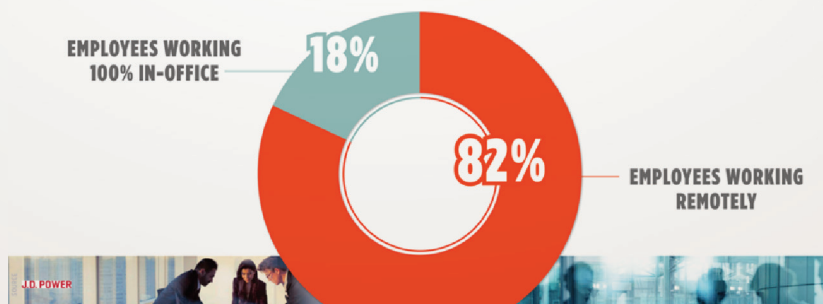
Business Travel

In the next 12 months, the top reasons consumers plan to travel for business will be to meet and work with customers and for industry conferences and events, according to research by Expedia Group Media Solutions. Looking by generation, the groups most likely to travel for work are Millennials (born 1981-1996) at **45%** and Gen Zs (born 1997-2012) at **40%**.



The Return of Business Travel, and the Rise of the Flexcation— Source: Expedia Group Media Solutions

Nearly two-thirds of executives (64%) agree that having **MORE** remote employees will **INCREASE** business travel spending for internal meetings



Additionally, more than a quarter (**27%**) of business travelers are prioritizing leisure trips according to Ipsos, a global market research company. Direct flight options (**48%**) and flight availability (**45%**) are the top factors in business travel.

Remote and hybrid work arrangements are key topics. According to JD Power, nearly **four in five** business travelers work remotely at least some of the time. Of note, **64%** of executives agree that having more remote employees will increase business travel spending for internal meetings.



“

With hybrid work, every weekend can be a holiday weekend...hybrid work environments untether workers from the office and give them the newfound flexibility to travel far more often than before. This is not pent-up demand, it's the new normal.

— Scott Kirby, CEO, United Airlines



U.S. TRAVEL ASSOCIATION

U.S. Travel Association is a non-profit organization that represents and advocates for all components of the travel industry while promoting and facilitating travel to the U.S. In September 2022, Geoff Freeman became its new president and CEO after Roger Dow's 17 years of invaluable leadership and service to the industry. Throughout 2022, U.S. Travel focused on many issues within the travel and tourism segment while shaping policy, developing data, testifying before congress, engaging with the international travel community at tradeshow, and having a strong presence in media coverage.

U.S. TRAVEL
ASSOCIATION®

International Inbound Travel

In November 2021, the U.S. reopened its borders for vaccinated foreign travelers after more than 18 months of restrictions on international travel. Despite this positive news, inbound travel in 2022 reached **66%** of what it was in 2019, and overseas travelers (total number of trips) were 50.2M in 2022 compared to 79.4M in 2019. Visitation from China and Japan is recovering slowly, while Canada, Mexico, the United Kingdom, and Germany now rank as the top visitor markets for the U.S.

The U.S. travel industry received another boost in June 2022 when pre-departure COVID-19 testing requirements for all inbound American travelers were lifted. Visa wait times for international travelers remains a challenge, however. Visitor visa (B-1/B-2) interviews currently exceed 400 days for first-time applicants. As a result of the waiting period, many international visitors have opted for alternative destinations. In December 2022, U.S. Travel launched its "They Wait, We Lose" campaign, featuring testimonials of people and businesses impacted by long visitor wait times.

VOLUME

U.S. TRAVEL FORECAST - VOLUME

	ACTUAL			FORECAST				
	2019	2020	2021	2022	2023	2024	2025	2026
Total # of trips	2.40 B	1.60 B	2.04 B	2.30 B	2.39 B	2.51 B	2.57 B	2.61 B
Domestic person-trips	2.32 B	1.58 B	2.02 B	2.25 B	2.33 B	2.43 B	2.48 B	2.52 B
Leisure	1.85 B	1.40 B	1.77 B	1.88 B	1.91 B	1.97 B	2.01 B	2.04 B
Business	464 M	181 M	250 M	371 M	417 M	464 M	471 M	479 M
Auto	213 B	1.50 B	1.89 B	2.08 B	2.14 B	2.23 B	2.27 B	2.31 B
Air	189 M	79 M	131 M	175 M	186 M	202 M	209 M	212 M
International Arrivals	79.4 M	19.2 M	22.1 M	50.2 M	59.9 M	75.4 M	84.8 M	89.3 M
Canada	20.7 M	4.8 M	2.5 M	13.9 M	17.7 M	21.7 M	24.3 M	25.1 M
Mexico	18.3 M	6.8 M	10.4 M	13.6 M	15.4 M	18.3 M	19.6 M	20.1 M
Overseas	40.4 M	7.6 M	9.2 M	22.8 M	26.8 M	35.4 M	40.8 M	44.0 M

SPENDING

U.S. TRAVEL FORECAST - SPENDING (ADJUSTED FOR INFLATION)*

	ACTUAL			FORECAST				
	2019	2020	2021	2022	2023	2024	2025	2026
Total Travel Spending	\$1.17 T	\$722 B	\$886 B	\$1.00 T	\$1.11 T	\$1.16 T	\$1.20 T	\$1.21 T
Leisure	\$867 B	\$622 B	\$764 B	\$783 B	\$852 B	\$889 B	\$923 B	\$934 B
Business	\$306 B	\$101 B	\$122 B	\$217 B	\$259 B	\$275 B	\$276 B	\$277 B
Domestic	\$992 B	\$682 B	\$845 B	\$907 B	\$982 T	\$1.01 T	\$1.02 T	\$1.03 T
Leisure	\$722 B	\$589 B	\$730 B	\$710 B	\$748 B	\$760 B	\$775 B	\$778 B
Business	\$270 B	\$93 B	\$115 B	\$197 B	\$234 B	\$246 B	\$247 B	\$247 B
Transient	\$157 B	\$63 B	\$80 B	\$122 B	\$139 B	\$145 B	\$146 B	\$146 B
Group	\$113 B	\$30 B	\$35 B	\$76 B	\$95 B	\$101 B	\$101 B	\$101 B
International**	\$181 B	\$41 B	\$41 B	\$93 B	\$129 B	\$158 B	\$177 B	\$185 B
Leisure	\$145 B	\$33 B	\$34 B	\$73 B	\$103 B	\$129 B	\$147 B	\$156 B
Business	\$36 B	\$8 B	\$7 B	\$20 B	\$25 B	\$29 B	\$29 B	\$30 B
Transient	\$22 B	\$5 B	\$4 B	\$13 B	\$16 B	\$18 B	\$18 B	\$18 B
Group	\$14 B	\$3 B	\$3 B	\$7 B	\$9 B	\$11 B	\$11 B	\$11 B

In a recent international survey by Morning Consult...

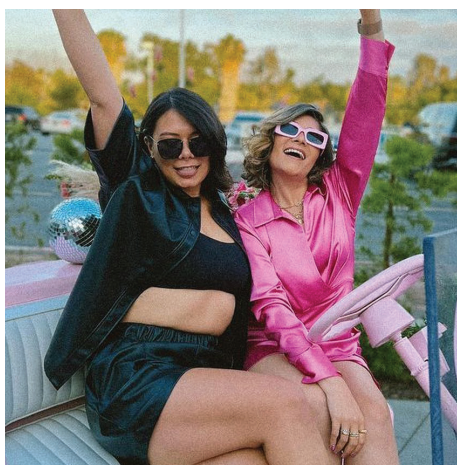
International travelers who would **LIKELY CHOOSE ANOTHER DESTINATION OVER THE UNITED STATES** due to lengthy wait times:

61%
OF BRAZILIANS

71%
OF MEXICANS

66%
OF INDIANS

SOURCE: Morning Consult



Business Travel

An acceleration for business travel due to pent-up demand for meetings, events, conventions and tradeshows is expected in 2023. While the number of visitations in this segment may recover next year, business travel spending may not for another four years as inflation is taken into account.



U.S. Travel, Tourism Economics, and J.D. Power collaborated in 2022 to develop a quarterly survey representing business travelers and corporate executives. The results were reported through U.S. Travel's Business Travel Tracker. The following results represent the fourth quarter survey taken from the end of November 2022 to the end of December 2022. There were 790 business traveler respondents and 109 corporate executives.

Half of executives expect business travel spending to increase in 2023

Spending on business travel, by type

(Share of corporate executives that indicate spending in 2023 will increase versus 2022)

Attendance at small meetings and events (e.g. less than 100 attendees)

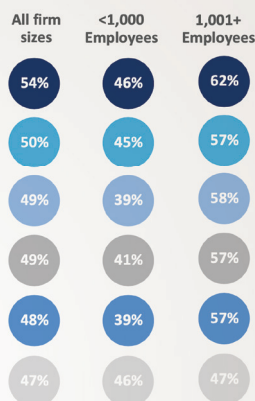
Travel for meetings with customers, suppliers, stakeholders

Attendance at medium-sized conferences or conventions (100-1000 attendees)

Attendance at larger conferences and trade shows (greater than 1,000 attendees)

Short overnight business trips of 1-2 nights

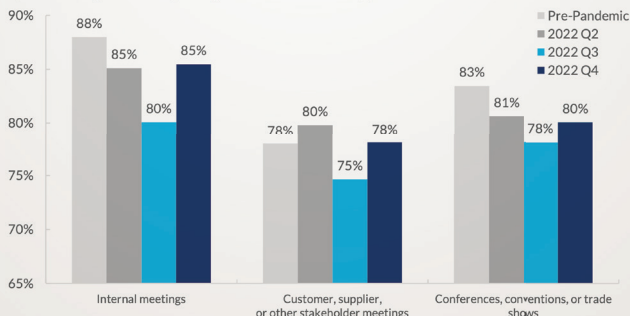
Longer overnight business trips of 3 nights or more



Most expect to travel in the next six months

Business travel plans next six months

(Share of respondents expecting to take at least one trip)



Sustainability

In April 2022, U.S. Travel launched the Sustainable Travel Coalition, a group dedicated to the development and advancement of strategies that will enable a sustainable future. With more than 70 members, the coalition informs on issues within its organizations and perceived future challenges, focusing on these sustainable goals:

- Spotlight industry progress by showcasing innovative technologies and call attention to the ongoing actions and leadership of travel professionals in the sustainable space
- Amplify industry goals and commitments to conservation, best practices, waste and emission reductions, and both long- and short-term investments
- Highlight why sustainability matters and its importance to travel's future
- Play offense by identifying and promoting proactive policies to help the industry achieve its goals.
- Defend against harmful policies that slow progress toward sustainability goals or penalize the industry without progress.

2022 Highlights

JUNE 8: U.S. Travel sends a letter to congressional tax writers, advising on a range of environmental tax and trade policies.

AUGUST 16: The Inflation Reduction Act, which contains many of the policy priorities included in the Sustainable Travel Coalition's priorities, including a \$370B investment in climate and energy programs, is signed into federal law.

SEPTEMBER 14: President Biden attends the Detroit Auto Show and observes the private sector investments that are making road travel more environmentally friendly.

SEPTEMBER 20: U.S. Travel hosts its second annual "Future of Travel Mobility" conference highlighting sustainability progress across travel and transportation.

SEPTEMBER 23: The Department of Energy releases a plan to increase the production of sustainable aviation fuels.

SEPTEMBER 27: The Department of Transportation gives its final approval for construction to begin on a nationwide network of electric vehicle charging

DECEMBER 23: The Omnibus Travel and Tourism Act passes and includes a provision directing the FAA to prioritize research on sustainable aviation fuels.



VISIT CALIFORNIA



Visit California is focused on restoring travel spending by increasing leisure travel, professional meetings and events, international visitation, and urban recovery. The state's destination marketing organization uses research from *Tourism Economics* to forecast visitation and traveler spending in the Golden State.

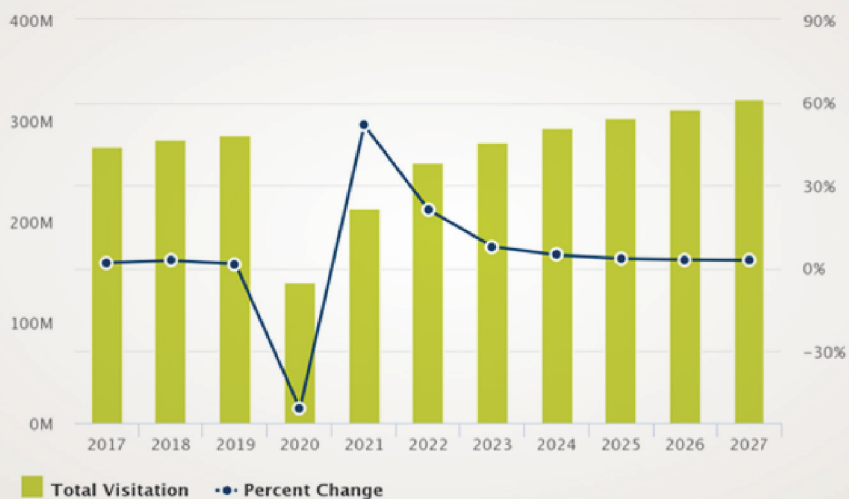


Travel Visitation

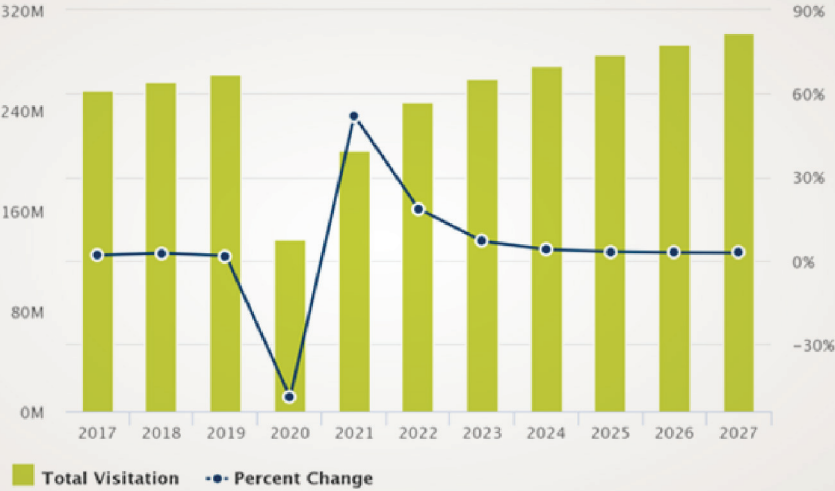
Visitation to California reached 259.8M in 2022 (+21% YOY), and is expected to increase to 279.1M (+8% YOY) in 2023. International visitation increased **115%** in 2022 compared to the previous year, and is expected in 2023 to reach **81%** of the 2019 volume.



Total Travel Visitation



Domestic Visitation



International Visitation





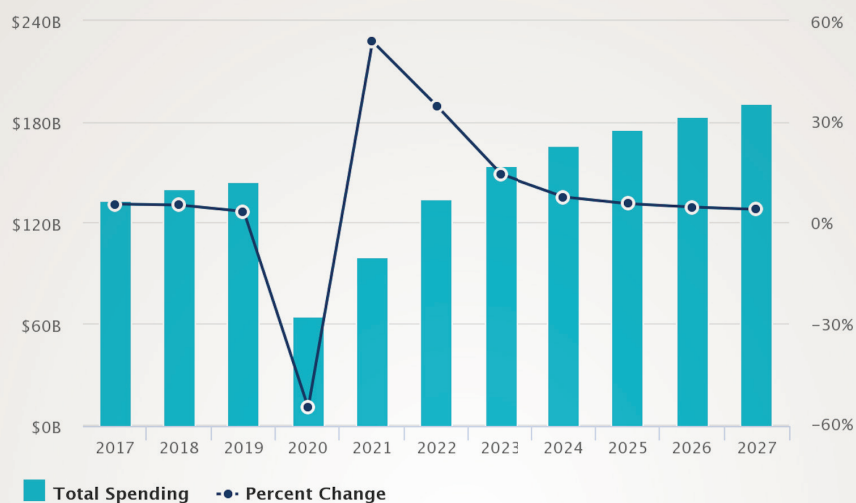
VISIT CALIFORNIA

Travel Spending

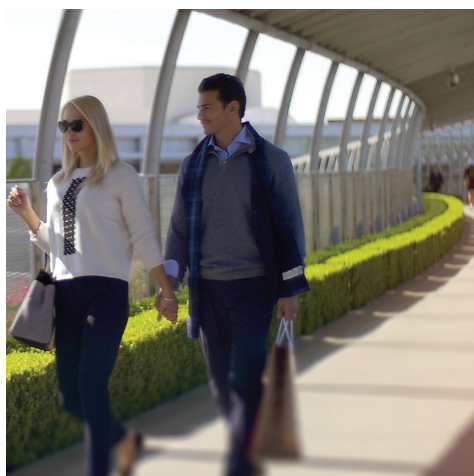
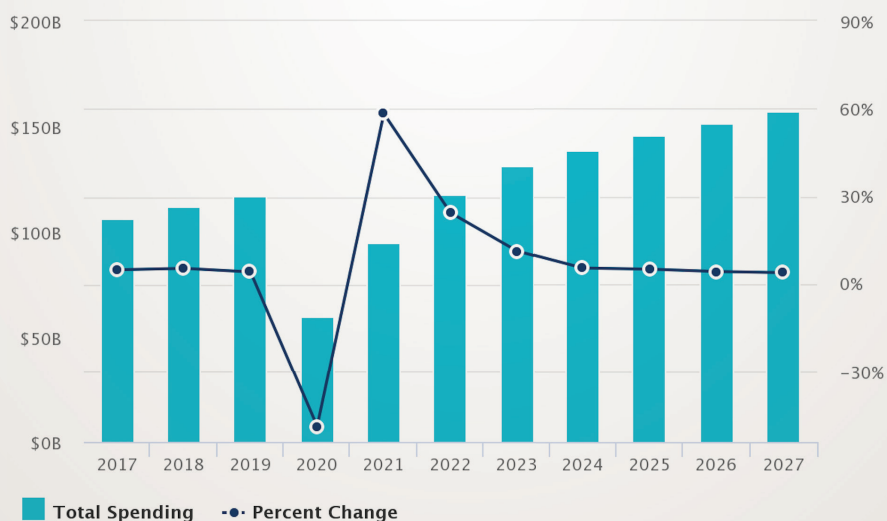
Visitor travel spending reached \$135B in 2022 (+35% YOY) and is expected to grow to \$154.4B in 2023, surpassing the previous high of \$144.9B from 2019. Leisure travel is expected to recover in 2023 to **100%** of 2019 levels and business travel will recover to **88%**. International spending reached \$16.4B in 2022 (+202% YOY) and **58%** of 2019 levels.



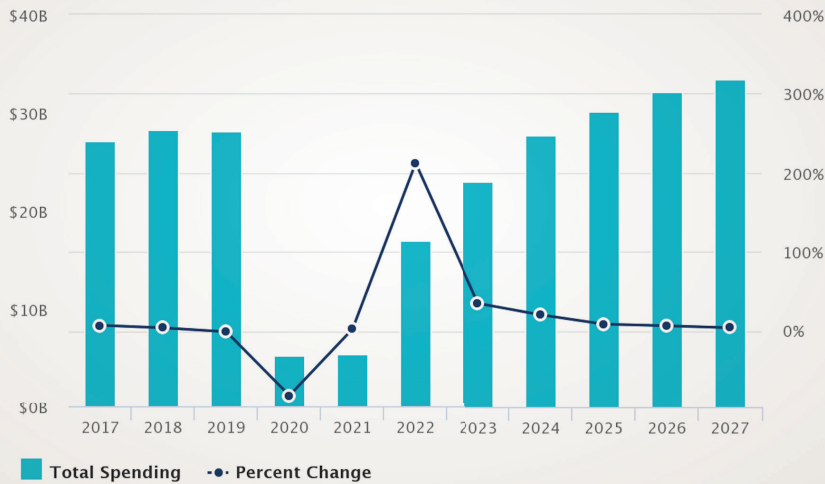
Total ANNUAL TRAVEL SPENDING & VISITATION



Total Domestic Spending



Total International Annual Travel Spending & Visitation



John Wayne Airport Monthly Airport Statistics - December 2022

	December 2022	December 2021	% Change	Year-To-Date 2022	Year-To-Date 2021	% Change
Total passengers	944,146	847,671	11.4%	11,360,839	7,700,489	47.5%
Enplaned passengers	463,652	420,797	10.2%	5,635,470	3,828,546	47.2%
Deplaned passengers	480,494	426,874	12.6%	5,725,369	3,871,943	47.9%
Total Aircraft Operations	21,704	22,410	-3.2%	303,970	311,684	-2.5%
General Aviation	13,450	14,712	-8.6%	202,366	231,668	-12.6%
Commercial	7,698	7,170	7.4%	95,260	74,253	28.3%
Commuter ¹	532	508	4.7%	5,878	5,369	9.5%
Military	24	20	20.0%	466	394	18.3%
Air Cargo Tons ²	1,376	1,550	-11.2%	17,335	18,243	-5.0%
International Statistics ³	(included in totals above)					
	December 2022	December 2021	% Change	Year-To-Date 2022	Year-To-Date 2021	% Change
Total Passengers	28,633	17,919	59.8%	314,226	112,046	180.4%
Enplaned passengers	14,737	9,065	62.6%	157,890	54,525	189.6%
Deplaned passengers	13,896	8,854	56.9%	156,336	57,521	171.8%
Total Aircraft Operations	240	212	13.2%	2,825	1,400	101.8%

1. Aircraft used for regularly scheduled air service, configured with not more than seventy (70) seats, and operating at weights not more than ninety thousand (90,000) pounds.

2.

All-Cargo Carriers: 1,271 tons

Passenger Carriers (Incidental belly cargo): 105 tons

Current cargo tonnage figures in this report are for: November 2022

3. Includes all Canada and Mexico Commercial passengers and operations.

Totals						
	2022	2021	2020	2019	% Change from 2021	% Change from 2019
January	10,554,919	4,263,584	17,927,298	17,509,241	148%	-40%
February	11,302,928	4,251,879	16,150,142	16,048,966	166%	-30%
March	14,765,778	6,830,848	8,520,466	19,545,437	116%	-24%
April	15,831,428	8,431,744	798,133	19,652,201	88%	-19%
May	16,866,689	10,618,628	1,591,004	20,696,477	59%	-18%
June	17,888,297	12,932,248	3,198,022	21,814,825	38%	-18%
July	18,607,492	14,935,685	4,482,725	22,755,030	25%	-18%
August	17,990,678	13,961,995	4,855,769	22,378,689	29%	-20%
September	16,985,532	12,526,728	4,929,772	19,257,068	36%	-12%
October	17,555,555	13,904,405	5,708,888	20,079,531	26%	-13%
November	-	13,981,124	5,555,678	18,697,443	-100%	-100%
December	-	13,888,157	5,058,307	20,283,913	-100%	-100%
YTD *	123,810,209	88,751,339	62,394,331	179,658,834	39%	-31%

Domestic					
2022	2021	2020	2019	% Change from 2021	% Change from 2019
9,139,555	3,705,606	14,409,007	14,014,502	147%	-35%
10,068,584	3,890,582	13,509,201	13,300,720	159%	-23%
13,011,202	6,303,117	7,052,175	16,082,812	106%	-19%
13,710,115	7,787,037	654,059	16,033,953	76%	-14%
14,461,583	9,738,031	1,507,544	16,854,310	49%	-14%
15,030,186	11,773,788	3,011,044	17,633,938	28%	-15%
15,419,777	13,507,627	4,172,590	18,344,723	14%	-16%
14,964,915	12,528,251	4,476,438	18,126,708	19%	-17%
14,340,134	11,358,746	4,529,101	15,609,219	26%	-8%
14,897,738	12,669,176	5,226,134	16,475,684	18%	-10%
-	12,551,611	5,013,762	15,425,279	-100%	-100%
-	12,151,716	4,454,177	16,590,213	-100%	-100%
105,826,717	80,592,785	53,321,159	145,800,905	31%	-27%

International					
2022	2021	2020	2019	% Change from 2021	% Change from 2019
1,414,964	557,978	3,518,291	3,494,739	154%	-60%
1,213,944	361,297	2,640,941	2,948,246	236%	-59%
1,754,576	527,731	1,468,291	3,462,625	232%	-49%
2,121,313	644,707	85,074	3,618,248	229%	-41%
2,407,106	880,597	83,460	3,842,167	173%	-37%
2,858,111	1,158,460	186,978	4,180,887	147%	-32%
3,187,715	1,428,058	310,135	4,410,307	123%	-28%
3,025,763	1,433,744	379,331	4,251,981	111%	-29%
2,649,398	1,167,982	400,671	3,648,729	127%	-27%
2,657,817	1,235,229	482,754	3,603,847	115%	-26%
-	1,429,513	541,916	3,272,164	-100%	-100%
-	1,736,441	604,130	3,693,700	-100%	-100%
17,983,492	8,160,554	9,073,172	33,857,929	120%	-47%

Sourced from individual airports. Monthly figures may not sum to YTD totals due to data revisions.



MARKETING

- TCM continued an “always-on” marketing strategy in 2022-23, mixing brand awareness campaigns with promotions to help increase hotel occupancy during times of need. The focus was on marketing efforts to nearby drive markets in Los Angeles, San Diego, Inland Empire; communities within Orange County for “staycations” or trips close to home; and smaller summer sub-campaigns to Arizona and Nevada. The leisure market continued to improve, and with more people working from home and during their vacation time, leisure time expanded to not just the weekends.

1.

Target audiences in drive markets, as well as those with very short flights

2.

Host media from review and news perspectives, and continue public relations branding activities on a wider scale (flight markets okay)

3.

Build trust and introduce Costa Mesa to new viewers through social/public relations connections



Website Traffic

The return of a “normal” level of spend for TCM advertising definitely showed up in its increased website traffic in calendar year 2022. Total website users were **+30.75%** (408,973 vs. 312,796) with sessions **+27.82%** (475,878 vs. 372,296) over the previous year. New website users were **+28.82%** (407,950 vs. 316,673) and page views were **+27.78%** (722,750 vs. 565,640) year-over-year (YOY).

Organic search traffic (**20.5%**) remained similar to 2021, when the website saw a **+140%** spike in organic search traffic largely due to TCM’s increase in paid ad and social efforts. Clear positive responses were seen with the ad campaigns, particularly display, which drove **22.9%** of the traffic.

The biggest YOY increase was referral traffic, which drove **22.1%** of overall traffic (as opposed to **14.5%** in 2021). Referral traffic refers to visitors that arrive to a website from another source, like through a hyperlink on another domain. When someone clicks on the hyperlink, Google Analytics tracks the traffic as a referral visit, and the originating website is called a “referrer.”

Taboola, TCM’s paid content marketing platform, was the top referrer in 2022. Traffic from content marketing actualized **+116.13%** (69,708 sessions vs. 32,129) YOY. Travelzoo was the second-highest referral source as TCM placed cost-per-click ads throughout the year during its tactical campaigns.

While most of the referral traffic was paid, TCM did have a couple of unpaid referral sources that increased last year, including traffic from Visit California (**+309%** YOY). While this is not a hard-and-fast rule, unpaid referral traffic usually achieves superior bounce rate, page/session, and session durations due to the fact that they are often coming from a trusted source. Visit California is an excellent example, and a visitor from its website to TCM is a highly qualified one. Last year, referral traffic from Visit California had a session time more than three times as long as those from other unpaid referrals.



In 2022, websites continued to be a key tool for marketers despite seeing declines in overall web traffic when compared to the previous year. While traffic was **-6%**, web conversions grew **+11%**, demonstrating the importance of having web-based conversion paths for your online audience.”

— Hubspot (February 2023)

Top 10 Pages Visited

1. Hotel specials and discounts
2. Home page
3. Summer hotel deals
4. Holiday hotel deals
5. City of the Arts®
6. Spring break hotel deals
7. Pet Expo
8. Stay
9. “What If” tactical campaign
10. Calendar

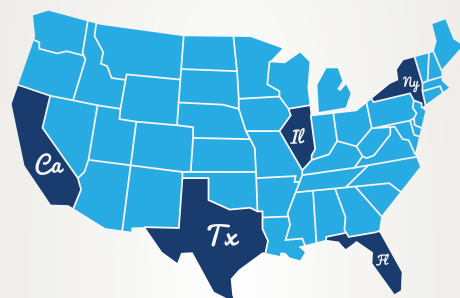
Website Usage

TCM saw a big lift in tablet users from the previous year (**+179.83%** or 28,280 vs. 10,106). While the primary traffic source was from mobile devices, desktop users did increase in the total mix similar to the previous year, which was likely attributed to more remote workers. In 2022, **71.33%** of web traffic was from mobile devices, **21.78%** was from desktop, and **6.89%** was from tablets.



WEBSITE TRAFFIC DRIVERS

22.91%
DISPLAY ADS
22.1%
REFERRAL
20.50%
ORGANIC SEARCH
15.47%
PAID SEARCH
13.48%
DIRECT



TOP WEBSITE VISITORS BY STATE

48.41% | 4.75% | 4.33%
CALIFORNIA | TEXAS | NEW YORK
3.86% | 3.70%
FLORIDA | ILLINOIS

35.95%
LOS ANGELES
4.70%
SAN DIEGO
2.14%
SAN FRANCISCO
1.49%
LONG BEACH
1.47%
RIVERSIDE

TOP WEBSITE VISITORS BY CITY (OUTSIDE OF OC)

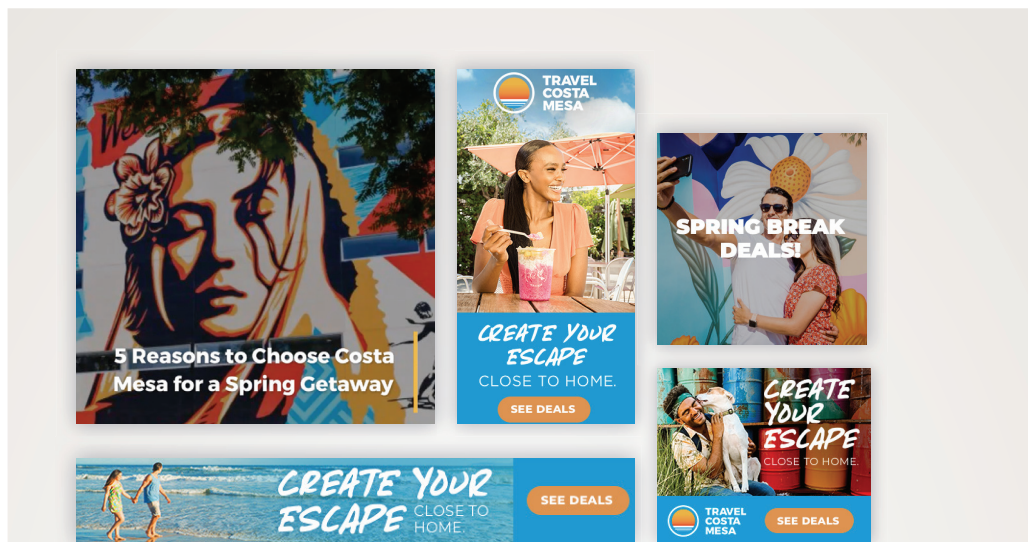


MARKETING

In 2022-23, TCM produced several successful PR initiatives across the country to promote Costa Mesa as a destination.

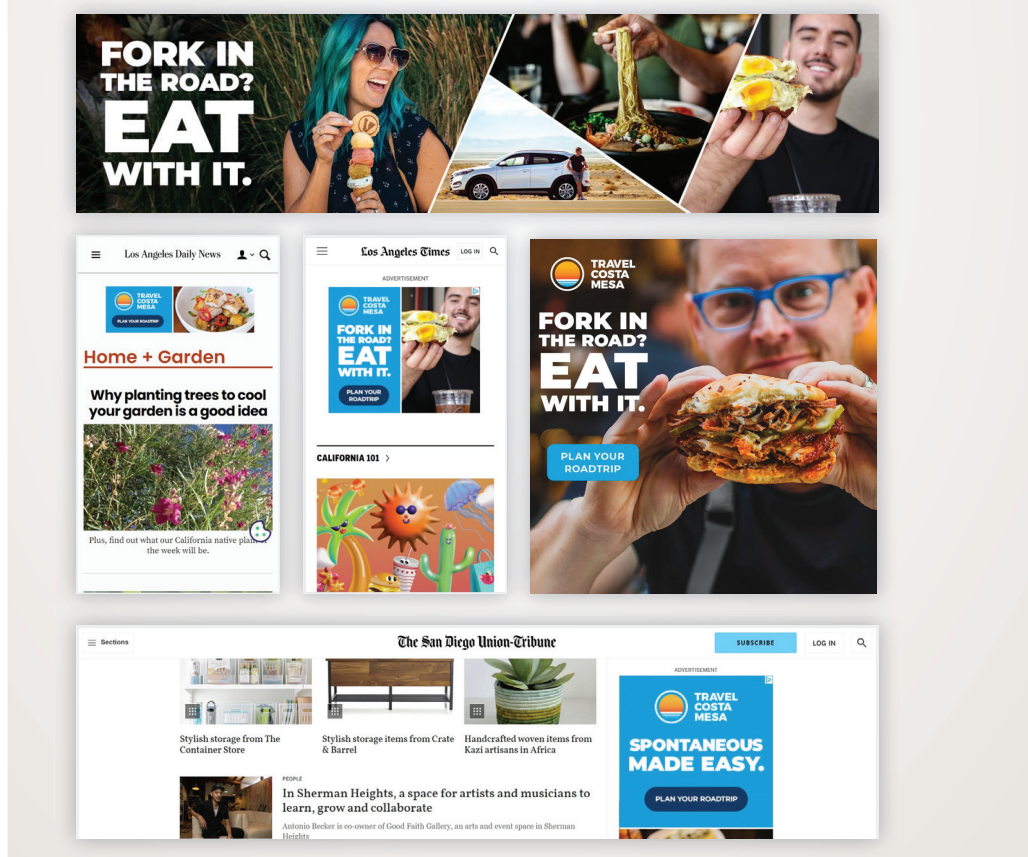
“Create Your Escape - Close to Home” Spring Campaign

TCM launched a spring campaign in 2022 centered around the drive market. The ad creative featured hotel deals as low as \$92 while reinforcing Costa Mesa’s other great attributes: shopping, the arts, bike riding trails, and close proximity to beaches, Disneyland Resort, and other Orange County attractions. The results were excellent: 13,500+ web page sessions, 900+ hotel leads, and among TCM’s top 10 most visited pages of the year.



“Road Trip” Summer Campaign

The summer campaign was all about the road trip. Featuring simple and direct messages (“Foodies Eat in Costa Mesa” and “Fork in the Road? Eat With It.”), this new twist for TCM got some great attention over the campaign including an evening news segment on FOX 11 Los Angeles. TCM also launched paid display, social content, and organic support through its owned email and PR channels. Targeting the L.A. area, TCM placed ads on Uber and Lyft cars through Carvertise, as well as out-of-home (OOH) opportunities for the first time with five billboards. “Road Trip” was TCM’s most successful 2022 campaign, garnering 36.3K visits to its web page and 1,400+ leads.





“What If” Holiday Campaign

Mirroring Visit California’s “What If” messaging and utilizing additional state funding, TCM launched a year-end holiday campaign. The advertising creative featured messages like “What if you could find the perfect gift in Costa Mesa?” and ran from mid-November 2022 to January 1, 2023. The campaign’s web page, which touted events happening in Costa Mesa, was the fourth most visited page of the year. Boosted by display ads, social, and PR efforts, the holiday campaign brought 1,600+ leads and approximately 29K website visits.

Impressions

Display Ads, Email, Content, Social:	16.75M
Print:	1.525M
OOH:	5.037M
Carvertise (Uber and Lyft)*:	3.37M
Broadcast TV:	27.1K on KTTV (\$18,282 in media value!)

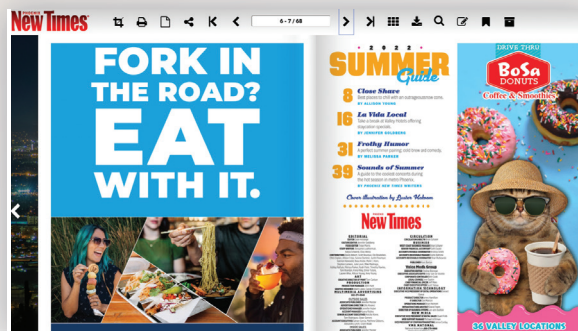
*According to a Nielsen advertising study, 64% of people who saw messaging on a wrapped vehicle remembered seeing it within 30 days.



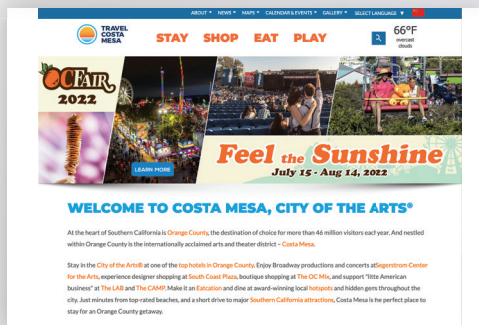
Summer Sub-Campaigns

Due to the success of last year’s “Beat the Heat” campaign, TCM launched another sub-campaign targeting Arizona again and adding Nevada. Using primarily food and beach imagery, the online and social content featured Costa Mesa as a road trip destination for those in the summer heat. The campaign included targeted paid social ads, as well as secured placement in the Phoenix New Times summer guide and email blast.

TCM also launched multiple content marketing pieces for the OC Fair, one of the biggest events of the year. On the home page, TCM prominently displayed a banner ad that linked to its page about the OC Fair, driving additional organic traffic and resulting in nearly 3,500 visits.



PHOENIX
New Times





MARKETING

Travelzoo Sponsored Page

In November 2022, TCM partnered with Travelzoo to create a sponsored page on the travel company's site. "Recharge with a Costa Mesa getaway," focuses on activities in the city and dining, introducing Costa Mesa to new visitors. Travelzoo promoted the page in January 2023 with social posts and an email blast. Since its launch, the sponsored page has 6,300+ views with a great clickthrough rate (CTR) of 16%.



Art: Living up to its trademarked name

A destination for the visual and performing arts, Costa Mesa has a constant flow of creativity literally running through its streets. Twenty art pieces make up Costa Mesa's three public art walls. Explore the city and listen to a self-guided audio tour to learn more about these impressive installations, including a sculpture garden. While you're on the move, keep an eye out for some of the city's many street murals. The "Welcome Home" mural by world-famous artist Shepard Fairey is the largest in Orange County, measuring 17,000 square feet. You'll also find vibrant murals celebrating Dolly Parton and the late Kobe Bryant. These whimsical works of art add flair to everyday buildings around the town and make for the perfect Instagram moment.



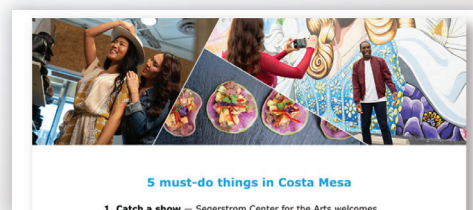
Lunar New Year and Valentine's Day Campaigns

Through its blog and social channels, TCM continued to showcase all the Lunar New Year events happening in Costa Mesa, particularly at South Coast Plaza (SCP) and the annual Tet Festival at OC Fair and Event Center. Launched in January 2023, TCM also partnered with a Costa Mesa hotel property to offer a special holiday package. An Instagram reel (@travelcostamesa) highlighting SCP's Lunar New Year display was TCM's most popular of the year receiving 12.7K organic views.

For Valentine's Day, TCM capitalized on a previously well-performing blog called "Best Valentine's Day Ideas in Orange County." Using Google Ads, as well as paid social ads on Facebook and Instagram, the campaign's web page received 8,000+ visits.

"What Will You See Next in Costa Mesa?" Branding Campaign

In February 2023, TCM launched a new branding video called "What Will You See Next in Costa Mesa." Using a series of quick transitions, the video takes three visitors to various destinations around Costa Mesa while highlighting the arts, food, and shopping. In the ad campaign, the phrase "See What's Next" is also used. Supported by paid social, digital display, a press release, and a print ad in Visit California's *California Road Trips Guide*, the branding campaign will be used throughout 2023 and can be adapted seasonally.





Meetings and Events

TCM created a variety of sales and marketing materials to promote Costa Mesa as an elite meetings destination. It revamped its Meetings and Events page to reorganize the information and make it more efficient for the visitor; added a pop-up call to action ("Find out about meeting incentives!") for RFPs and quicker responses with leads going directly to the team's destination sales executive; and produced a new Meetings Guide, which can be found digitally on the site. For tradeshow, TCM also created a one-page collateral piece and a tabletop display with imagery from its new branding campaign.

Using its "Meet What's Possible" initiative to encourage a return of meetings business, Visit California funded a print insert called "Destination California" for the winter 2022 issue of Meetings & Conventions magazine. Destination marketing organizations in California were given the opportunity to purchase editorial and ad space in the magazine for half the normal rate. TCM had a two-page editorial spread, highlighting Costa Mesa's event spaces and meeting incentives.

Website Privacy Developments

Online privacy is "the level of privacy protection an individual has while connected to the Internet," says Google. It covers the amount of online security available for personal and financial data, communications, and preferences. As more people are concerned about their online privacy, ad companies (and therefore marketers) must think about how to adjust their campaigns to ensure they are as effective as possible given some personal data used to target users will be unavailable.

Browser cookies (aka web, Internet, or HTTP cookies) are small blocks of data created by a web server while a user is browsing a website. The cookie is placed on the user's computer or other device by the user's browser or site visited. With today's users concerned about privacy, many browsers and sites have moved to a "cookie-less" environment, limiting the amount of user data publishers can acquire and analyze.

Due to these changes, TCM will continue to partner with the data company ADARA for its paid display ads. As a trusted partner, ADARA can still cross-check customer data and model behaviors without cookies (Many other sites, such as large hotel chains, prefer to keep its relationship with ADARA private.) TCM will also refine its marketing strategy to account for the loss of the data by utilizing new out-of-home ad opportunities in target markets, using partners with their own data acquired with consumer consent, and doing contextual advertising—putting ads of interest with matching content of interest.

“

We don't expect a decline in ad dollars or a decline in ad traffic; we expect a reallocation and shift of budgets. The next best option to cookie-based behavioral targeting is anything keyword or keyword contextual-based advertising.”

— VP of Search, (Cogniscent Media)

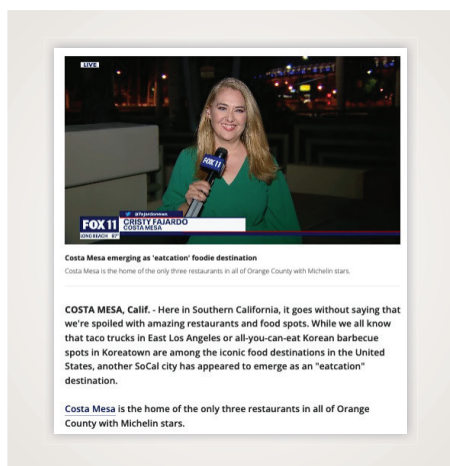


PR & MEDIA COVERAGE

Travel Costa Mesa sends its press releases through PR Wire, a division of Cision. Since January 2022, it has sent 10 press releases that were picked up 1,300+ times by various media outlets and exposed to a potential audience of 300.9M.

FOX 11 Los Angeles Primetime News

In July 2022, FOX 11 Los Angeles reporter Cristy Fajardo saw TCM's summer campaign billboards in L.A. and drove down to cover Costa Mesa's food scene for its evening July 25 news show. The television spot received 27.1K impressions with a media value of \$18,282.



IFWTWA Annual Conference

TCM was a title sponsor for International Food and Wine Travel Writers Association's (IFWTWA) annual conference in September 2022 in St. Petersburg, Florida. Armed with new marketing materials, the team had the opportunity to introduce Costa Mesa for a few minutes to conference attendees and answer questions about the destination. TCM has formed a solid relationship with IFWTWA members and will include them in ongoing event news and invite them to familiarization (FAM) trips whenever applicable.

The Travel Mom


In September 2022, Emily Kaufman's *The Travel Mom* broadcast on Costa Mesa was picked up 12 times in Phoenix, Dallas, Sacramento, and Las Vegas, along with national online coverage on *Yahoo! News* and *NewsBreak*. TCM received 27.6M impressions, 116K viewers, and \$418K in media value—arguably the most successful paid PR campaign that TCM has ever done.

Emily Kaufman - Costa Mesa Media Tour - September 2022



 Total Local TV Audience
116,024

Total Local TV Publicity
USD \$71,996

 Total Online News Audience
27,438,336

Total Online News Publicity
USD \$341,035

 Total Social Followers
227,000

Total Social Publicity
USD \$5,675

OCMA Opening Events

TCM provided immense support for the opening of the Orange County Museum of Art (OCMA) in October 2022. The team hosted its first mega FAM event, inviting 15 local and national journalists to Costa Mesa for a media-exclusive view of the museum, dinner at Knife Pleat, a showing of *Hamilton* at Segerstrom Center for the Arts, and a stay at Avenue of the Arts Hotel. Journalists from magazines (*Iconic Life*, *Modern Luxury*, *Southern California Life* and *Westways*), newspapers (*LA Weekly*), and online travel shows (*The Golf and Travel Show*) attended the event, as did freelance writers (one of which completed a piece for the *New York Post*).

TCM also invited six influencer partners to the OCMA grand opening event, hosting dinners near the Segerstrom Center for the Arts campus with some staying at the Costa Mesa Marriott. Through outreach, two other influencers posted about the OCMA opening. From all eight influencers, TCM's outreach garnered 1.77M impressions and a wide variety of Instagram stories and posts.





PR & MEDIA COVERAGE

NBC California Live

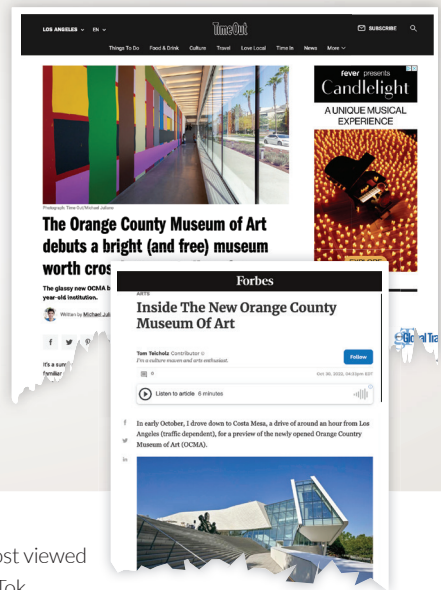
TCM's relationship with *The Travel Mom* brought an introduction to Laila Muhammad of *NBC California Live*, and she was invited to visit OCMA. Muhammad produced a segment for her show at no cost to TCM, including an interview with the museum's CEO Heidi Zuckerman. Airing at the end of 2022, the segment received 125K television viewers in LA, San Diego, and San Francisco and 1.2M impressions online, with a total media value of \$89K.



Food and Travel Magazine

The editors of *Food and Travel Magazine* saw TCM's media blitz for the opening of OCMA and contacted the team about covering Costa Mesa. In their winter 2022 issue, they highlighted the city's foodie scene in a four-page feature titled "Costa Mesa: Where Food, Art & Culture Collide," which had an estimated 800K readership.





Growth of TikTok

TikTok can't be overlooked in social media marketing. According to Insider Intelligence, the short-form video platform now hosts 750M monthly users worldwide, making it the third largest social media network. About 34% of travelers were also influenced by TikTok in 2022, an increase of 10 percentage points from the previous year, according to a "Portrait of American Travelers," an annual survey by MMGY Global.



Early decision making is where a lot of our respondents talk about how TikTok influences their decision of where to go and where to stay"

— Clayton Reid, CEO, MMGY Global

Travel organizations and practitioners will continue investing resources on TikTok in order to reach global audiences. Small accounts on the platform have as much of an opportunity to go viral and stack video views as very large accounts because the TikTok algorithm rewards creativity, authenticity, and uniqueness in travel discovery.

Social Media Followers @travelcostamesa

	TikTok	639 (started Oct 2021)
	Instagram	9,721 (+18.4% YOY)
	facebook	6,485 (+4.7% YOY)
	twitter	12,701 (-0.8% YOY)

Video reels are by far the most viewed and engaged content on TikTok, Instagram, and Facebook, and TCM created more of them in 2022 than ever before.

Top 5 Best-Performing Reels

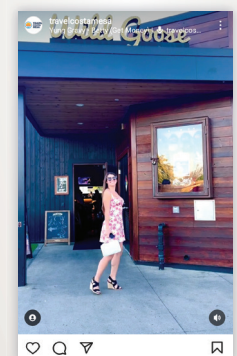
12.7K views, 457 likes
Lunar New Year at South Coast Plaza

11K views, 358 likes
Asian American and Pacific
Islanders Heritage Month at Anjin

8K views, 177 likes
Wild Goose Tavern feature

7.5K views, 335 likes
The CAMP intro

7K views, 322 likes
The LAB intro



Going forward, TCM will keep creating original destination video content for social channels or acquire them from its partners. This area has been challenging in 2022 because the social media and content manager full-time position has been vacant for much of the year, and TCM's influencer program has been on pause since November 2022. We look forward to getting the position filled in 2023 and return to full activity on these programs.



GROUP SALES

Selling the City of Arts®

For the past several years, COVID-19 has challenged overall business and recovery. Late in 2022 into the start of 2023, it has become less of a concern due to successful social distancing practices, immunizations, and overall better health practices. Although COVID-19 will continue to be a discussion in the meeting industry, wellness and mindfulness is predicted to be a bigger topic in 2023.



It is not in our DNA to be alone, so groups, now more than ever, yearn for the chance to meet.”

— **Michael Dominguez**, President and CEO,
Associated Luxury Hotel International

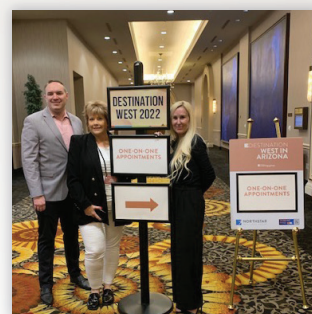
Normalization is another prediction for 2023. Internationally, Europe has somewhat normalized even though it is still four to five months behind the U.S. Visitation from Canada and Mexico is expected to increase again in 2023, while Japan and China have been replaced by France and Spain among the top 10 countries to travel to the U.S.

Pricing is a subject of concern as inflation is expected to remain elevated at least through 2023. Everyday costs for labor, gas, energy, and food pricing have contributed to hotel rates being higher than before the pandemic. And while budgets are flexing, costs remain the top concern according to new data from Cvent and the meetings group. One drawback to higher prices is the attendance levels at meetings and events will continue to lag.



Moving Forward

TCM has found group sales success by attending industry trade shows. In fiscal year 2022-23, its destination sales executive will have attended 12 trade shows, each carefully selected to target small- and mid-sized group business (10 to 300 room nights peak). For every show, attendees receive an email introduction prior to the trade show showcasing what Costa Mesa has to offer potential groups. One-on-one appointments are scheduled with follow-ups based on the needs of each particular group. Along with newly created collateral, the destination sales executive utilizes the new *Meetings Guide*, an invaluable resource for planners and a time-saving communicator.





TCM will also host more familiarization (FAM) tours for meeting planners, big and small. In October 2022, it hosted 10 planners for the opening of the Orange County Museum of Art (OCMA), providing a tour of Costa Mesa's hotels, restaurants, and attractions. Highlights of the trip included a performance of *Hamilton* at Segerstrom Center for the Arts (SCFTA) and a Moke cruiser tour of Costa Mesa street murals. Two more mini FAMs are planned, centered around performances of *Mean Girls* and *Chicago* at SCFTA.

Moving forward, TCM will keep aligning with travel- and meeting-oriented associations and groups, reach out persistently to its growing database, and uncover new contacts for potential business. From July 2022 to February 2023, TCM generated 250+ leads representing 73,000+ room nights. TCM has booked 59 meetings and events (compared to 25 in fiscal year 2021-22) with 7,953 rooms contracted at its partnering hotels (compared to 4,799 in fiscal year 2021-22).

By the Numbers

TCM Sales Activity 2022-2023	
ROOM NIGHTS BOOKED <small>ENDING February 2023</small>	LEADS GENERATED
7,953	254
IN-PERSON SITE VISITS	LEAD ROOM NIGHTS <small>OF THE 254 LEADS GENERATED</small>
37	73,899
ACCOUNTS	Solicitations
2,790	4,061



The focus will remain on generating hotel room nights in Costa Mesa, not only to bring in revenue for hotel partners, but also to provide ancillary revenue to other segments including restaurants, shopping, transportation, attractions, and more. Every booked lead in Costa Mesa is an opportunity for businesses to benefit from it.

Current Memberships

- California DMO Alliance (formerly West Coast DMO Alliance)
- California Society of Association Executives (CalSAE)
- HelmsBriscoe
- Hospitality Performance Network (HPN)
- Orange County Sports Commission (OCSC)





GROUP SALES

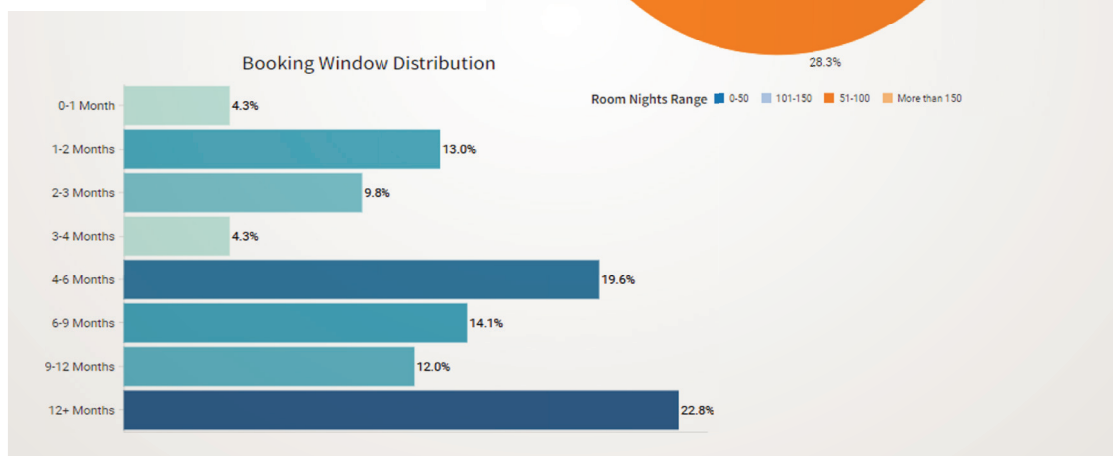
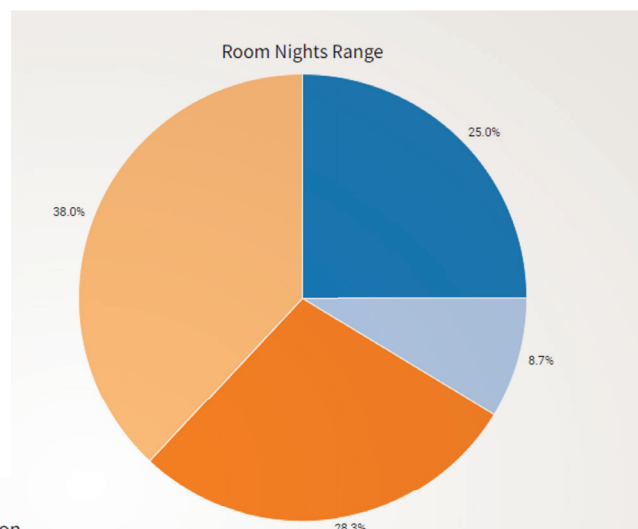
About OCSC

The county's sports commission is a valuable resource for TCM to promote Costa Mesa's fields and facilities that boost group sales. TCM, along with Destination Irvine, Visit Huntington Beach, Visit Anaheim, Travel Santa Ana, Visit Laguna Beach, and other local attractions (like OC Vibe, OC Fair & Event Center and Honda Center) will continue to work with the OCSC to encourage overnight group hotel room nights. In 2022, the sports commission produced 172 leads and Costa Mesa received 10 of these. Venue availability and restrictions continue to make it challenging to secure fields and venues in Costa Mesa.



Target Markets

Due to shortened lead times brought on by the pandemic, larger convention-type meetings have been replaced with smaller, short-term meetings. This is ideal for Costa Mesa given the limited meeting spaces among its hotels. According to Cvent, the booking window is increasing with **22.8%** of TCM leads being more than 12 months out. However, meetings within a four to six month window (**19.6%**) are strong. Attendance is also increasing with **31.5%** of TCM leads involving programs with 201+ attendees.



The following markets remain TCM's focus:

- **Association (State/Regional/National):** Associations depend on annual meeting dues for their survival. Without these meetings, associations will either not survive, or they will need a new revenue stream to stay viable. Although these groups tend to be larger in size and more rate conscious, this is still great business for either mid-week or weekend. TCM will continue its membership with CalSAE and will continue to attend their largest show of the year Seasonal Spectacular. In addition, some of our other shows like Destination West and Smart Meetings will have opportunities to meet with association meeting planners and/or intermediaries who book this business. Visits to Sacramento are planned this fiscal year.
- **Corporate:** Along with the many opportunities for corporate groups to meet, there are also opportunities, in this sector, for other types of travel like internal team meetings, on-site visits and monitoring and meeting and working with local customers. It will be important to be visible among our local corporations for this type of travel.
- **Sports:** The sports market is highly competitive in Orange County. We will continue to work with the OCSC in addition to the local colleges & universities for out-of-the-area visiting teams.
- **SMERFE (Social, Military, Educational, Religious, Fraternal, and Ethnic):** These groups are typically more price sensitive, and some can be larger in nature. A lot of these groups will meet on the weekends and/or are date flexible for any need dates that the city's hotel partners may experience. TCM will continue to get these types of leads from groups that meet at the OC Fair & Event Center and work with off-site venues to house their social clientele.

TRAVEL COSTA MESA LEADERSHIP



EXECUTIVE COMMITTEE

Ronnie Dalgado	CHAIRPERSON, GENERAL MANAGER & VP OF OPERATIONS, Holiday Inn Express & Suites Costa Mesa
Susan O'Brien Moore	VICE PRESIDENT, GENERAL MANAGER, Ayres Hotel Costa Mesa
Sue Cooke	TREASURER, GENERAL MANAGER, Residence Inn by Marriott by Costa Mesa
Paul Sanford	SECRETARY, GENERAL MANAGER- ASSET MANAGER, Avenue of the Arts, A Tribute Portfolio Hotel

DIRECTORS

Naj Ekhlas	GENERAL MANAGER, Best Western Plus Newport Mesa Inn
Howard Haberman	GENERAL MANAGER, Crowne Plaza Costa Mesa Orange County
Benito Benitez	GENERAL MANAGER, Hilton Orange County/Costa Mesa
Nimisha Solanki	GENERAL MANAGER, OC Hotel Costa Mesa
Hugo Barba	GENERAL MANAGER, Marriott
Albert Gosch	GENERAL MANAGER, Ramada by Wyndham Costa Mesa/Newport Beach
Mike Hall	GENERAL MANAGER, The Westin South Coast Plaza, Costa Mesa
John Stephens	MAYOR, City of Costa Mesa
Lori Ann Farrell Harrison	CITY MANAGER, City of Costa Mesa

ADVISOR

Brian Chuan	SENIOR DIRECTOR OF INTERNATIONAL & DOMESTIC MARKETS, South Coast Plaza
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STAFF

Paulette Lombardi-Fries	PRESIDENT
Debbie Megna	DESTINATION SALES EXECUTIVE
Jessica Placentia	OPERATIONS MANAGER



ORANGE COUNTY
CA
CALIFORNIA

TRAVELCOSTAMESA.COM

**TRAVEL COSTA MESA
(A Non-Profit Organization)**

FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

with

INDEPENDENT AUDITORS' REPORT THEREON

TABLE OF CONTENTS

Independent Auditors' Report..... 1-2

Financial Statements:

Statements of Assets, Liabilities and Net Assets – Cash Basis 3

Statements of Revenue and Expenses – Cash Basis 4

Notes to Financial Statements..... 5-13

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Travel Costa Mesa

Opinion

We have audited the accompanying financial statements of Travel Costa Mesa (the "Organization"), which comprise the statements of assets, liabilities and net assets – cash basis as of June 30, 2022 and 2021, and the related statements of revenue and expenses – cash basis for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the assets, liabilities, and net assets – cash basis of the Organization as of June 30, 2022 and 2021, and revenue and expenses – cash basis for the years then ended in accordance with the cash basis of accounting described in Note 1.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1 and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

KMJ Corbin & Company LLP

KMJ Corbin & Company LLP

Irvine, California
February 9, 2023

TRAVEL COSTA MESA
(A Non-Profit Organization)

STATEMENTS OF ASSETS, LIABILITIES AND NET ASSETS - CASH BASIS

	<u>June 30,</u>	
	<u>2022</u>	<u>2021</u>
ASSETS		
Cash	\$ <u>2,599,536</u>	\$ <u>2,219,851</u>
LIABILITIES		
Current liabilities	\$ -	\$ -
Commitments and contingencies		
NET ASSETS		
Net assets without donor restrictions	<u>2,599,536</u>	<u>2,219,851</u>
Total liabilities and net assets	\$ <u>2,599,536</u>	\$ <u>2,219,851</u>

See accompanying notes to financial statements

TRAVEL COSTA MESA
(A Non-Profit Organization)

STATEMENTS OF REVENUE AND EXPENSES - CASH BASIS

	<u>For The Years Ended June 30,</u>	
	<u>2022</u>	<u>2021</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Revenues and other income:		
Business improvement area assessment, net of handling fees	\$ 2,375,662	\$ 962,654
PPP grant income	-	88,050
Employee retention credit	42,000	42,000
California small nonprofit business grant	-	25,000
Interest income	<u>929</u>	<u>2,330</u>
Net revenues and other income	<u>2,418,591</u>	<u>1,120,034</u>
Expenses:		
Hotel marketing funds	461,058	1,999
Marketing	569,591	323,350
Sales department (CRM, Meetings, Conferences, Tradeshow, Memberships/Dues, Travel, Site Visits, FAMs, Mileage and Parking)	129,581	-
Group incentive program	31,500	-
Salaries and benefits (6 employees)	718,245	568,544
General and administrative	<u>128,931</u>	<u>172,428</u>
Total expenses	<u>2,038,906</u>	<u>1,066,321</u>
Increase in net assets without donor restrictions	379,685	53,713
Net assets without donor restrictions, beginning of year	<u>2,219,851</u>	<u>2,166,138</u>
Net assets without donor restrictions, end of year	<u>\$ 2,599,536</u>	<u>\$ 2,219,851</u>

See accompanying notes to financial statements

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Travel Costa Mesa (the “Organization”) is a California non-profit corporation formed in 1995 to market the City of Costa Mesa (the “City”) as a leisure travel and group business destination.

The vision of the Organization is to be a destination-marketing leader by supporting and selling the City’s distinct visitor brand experiences and advocating community tourism benefits. The Organization’s mission is to enhance and promote the City’s brand experience, thus increasing visitor spending for industry and community economic viability, sustainability and quality of life.

The Organization is funded by the eleven member hotels that comprise the Business Improvement Area (“BIA”) established by the City. The member hotels are Costa Mesa Marriott, Hilton Costa Mesa, Holiday Inn Express & Suites, Residence Inn by Marriott, Avenue of the Arts, A Tribute Portfolio Hotel, Ayres Hotel, The Westin South Coast Plaza, Ramada Inn and Suites Costa Mesa, Best Western Plus Newport Mesa Inn, Crowne Plaza, and OC Hotel Costa Mesa.

California state law provides that BIA assessments are to be used for the purposes specified in the authorizing resolution that established the assessment. The City’s resolution that established the BIA stated that its purpose is to promote tourism to the City and to fund programs and activities that benefit the hotel and motel business within the City.

Basis of Presentation

The accompanying financial statements have been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Consequently, revenues are recognized when received rather than when earned, and expenses are recognized when disbursed rather than when the obligation is incurred.

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Without donor restrictions – Net assets that are not subject to donor-imposed stipulations. These assets are available to support the Organization’s general activities and operations at the discretion of the Board of Directors.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

With donor restrictions - Net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that such resources be maintained in perpetuity. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of and for the years ended June 30, 2022 and 2021, the Organization had no net assets with donor restrictions.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law.

Tax Status

The Organization qualifies as a tax-exempt organization for Federal income taxes under Section 501(c)(6) of the United States Internal Revenue Code and for California state income taxes under Section 23701(d) of the California Revenue and Taxation Code; therefore, the Organization has no provision for federal or state income taxes. During the years ended June 30, 2022 and 2021, the Organization had no unrelated business income.

The Organization annually evaluates tax positions as part of the preparation of its exempt tax return. This process includes an analysis of whether tax positions the Organization takes with regard to a particular item of income or deduction would meet the definition of an uncertain tax position under current accounting guidance. The Organization believes its tax positions are appropriate based on current facts and circumstances. The Organization's policy is to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. At June 30, 2022 and 2021, the Organization did not have any unrecognized tax benefits. The Organization is no longer subject to U.S. Federal and state income tax examinations by tax authorities for tax years before 2018.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Use of Estimates

The preparation of financial statements in conformity with the cash basis of accounting requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates made by the Organization's management include, but are not limited to, the allocation of expenses to program expenses. Actual results could differ from those estimates.

Revenues and Other Income

The City levies a special assessment on the eleven-member hotels in the BIA based on the sale of overnight guest room stays. For the fiscal years ended June 30, 2022 and 2021, the levy was three percent (3%). The levy is transmitted by the hotels to the City and is remitted to the Organization, net of a one percent (1%) handling fee. The net levy is 99% of the net revenues of the Organization for both of the fiscal years ended June 30, 2022 and 2021.

Other income amounts received in the year ended June 30, 2022 consist of an employee retention credit amount received from the Internal Revenue Service totaling \$42,000. Such amount is not conditional and has therefore been recorded as income.

Other income amounts received in the year ended June 30, 2021 consist of a Paycheck Protection Program ("PPP") grant (see Note 7) totaling \$88,050, a California small nonprofit grant totaling \$25,000, and an employee retention credit amount received from the Internal Revenue Service totaling \$42,000. Such amounts are not conditional and have therefore been recorded as income.

Allocated Expenses

The costs of providing program activities and supporting services have been summarized on a functional basis in Note 6. The Organization incurs expenses that directly relate to, and can be assigned to, a specific program or supporting activity. The Organization also conducts a number of activities which benefit both its program objectives as well as supporting services. These costs, which are not specifically attributable to a specific program or supporting activity, are allocated by management on a consistent basis among program and supporting services benefited, based on either financial or nonfinancial data, such as headcount, occupancy or estimates of time and effort incurred by personnel.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 1 – NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires organizations that lease assets (lessees) to recognize the assets and related liabilities for the rights and obligations created by the leases on the statement of financial position for leases with terms exceeding 12 months. ASU No. 2016-02 defines a lease as a contract or part of a contract that conveys the right to control the use of identified assets for a period of time in exchange for consideration. The lessee in a lease will be required to initially measure the right-of-use asset and the lease liability at the present value of the remaining lease payments, as well as capitalize initial direct costs as part of the right-of-use asset. ASU No. 2016-02, as amended, is effective for the Organization for fiscal year 2023. Early adoption is permitted. The Organization is currently evaluating the impact that the adoption of ASU No. 2016-02 will have on its financial statements.

NOTE 2 – LIQUIDITY AND AVAILABILITY

At June 30, 2022, the Organization has \$2,599,536 of financial assets available within one year of the date of the statement of assets, liabilities and net assets – cash basis to meet cash needs for general expenditures, all of which consist of cash. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of assets, liabilities and net assets – cash basis. The Organization has a goal to maintain financial assets, which consist of cash on hand to meet twelve months of normal operating expenses. The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

Funding for the Organization is dependent on the hotel room nights booked in the City each year and the subsequent portion of the levy that is allocated through the City to the Organization. Annual revenue fluctuates depending on annual visitors to the City. As a result, the Organization closely monitors the monthly projected and received revenue to determine if any change needs to be made to budgeted expenditures.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 3 – CASH

Cash consists of demand deposits at the following institutions as of June 30:

	<u>2022</u>	<u>2021</u>
Citizens Business Bank	\$ 479,193	\$ 639,346
Pacific Premier Bank	<u>2,120,343</u>	<u>1,580,505</u>
	<u>\$ 2,599,536</u>	<u>\$ 2,219,851</u>

The Organization maintains cash deposits at institutions which are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000. At various times during 2022 and 2021, the Organization maintained balances in excess of FDIC limits. The Organization periodically reviews the quality of the financial institutions it has deposits with to minimize risk of loss.

NOTE 4 – HOTEL MARKETING FUNDS EXPENSE

During portions of each of the fiscal years ended June 30, 2022 and 2021, the Organization allocated \$200 per room to each BIA member hotel for hotel-specific marketing purposes. The allocation subsidizes hotel-specific advertising and marketing efforts that also include the Organization’s logo. Vendor invoices are either paid by the hotel and reimbursed by the Organization or paid directly by the Organization.

Samples of advertising and marketing material must be submitted showing the Organization’s logo for reimbursement. For advertising or marketing material where the Organization’s logo cannot be used, the Organization requests that the hotel partners use the following verbiage, “*Hotel partner name* is a proud partner of Travel Costa Mesa.” During the last quarter of the fiscal year ended June 30, 2020 the Organization suspended all hotel marketing funds in a cost saving effort as a result of COVID-19; such funds were reinstated as of June 17, 2021. Hotel marketing funds expense totaled \$461,058 and \$1,999 for fiscal years ended June 30, 2022 and 2021, respectively. The fiscal 2021 hotel marketing funds were paid from the Organization’s bank reserves, not from the operating bank account. If the hotels do not use all their allocated funds, the funds revert to the Organization.

NOTE 5 – GROUP INCENTIVE PROGRAM

During the fiscal year ended June 30, 2022, the Organization implemented a group incentive program which is used for certain qualifying groups and was created to assist the Organization’s partners and the City with group business. The group incentive program funds totaled \$31,500 during the year ended June 30, 2022. The fiscal 2022 group incentive funds were paid from the Organization’s bank reserves, not from the operating account.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 6 – MARKETING EXPENSE

The Organization incurs marketing expenses related to its mission of promoting the City as a tourist destination. For the fiscal years ended June 30, 2022 and 2021, marketing expenses totaled \$569,591 and \$323,350, respectively.

Marketing expenses include online marketing, video and photography production, community sponsorships, brochures, print advertising and various promotions.

NOTE 7 – STATEMENT OF FUNCTIONAL EXPENSES

The statements of functional expenses for the years ended June 30 are as follows:

	2022			2021
	Program Activities	General and Administrative	Total	Total (Summarized)
Salaries and benefits	\$ 604,148	\$ 114,097	\$ 718,245	\$ 568,544
Marketing	11,798	-	11,798	32,017
Hotel marketing funds	461,058	-	461,058	1,999
Online marketing	557,793	-	557,793	291,333
Sales department (CRM, Meetings, Conferences, Tradeshows, Memberships/Dues, Travel, Site Visits, FAMs, Mileage & Parking)	129,581	-	129,581	-
Group incentive program	31,500	-	31,500	-
Office lease, copier lease & janitorial service	24,273	4,867	29,140	83,850
Travel, meetings, conferences and mileage	20,822	-	20,822	2,534
Accounting and fees	-	10,350	10,350	12,030
Insurance	-	20,642	20,642	20,314
Dues and subscriptions	-	10,065	10,065	33,202
Moving expenses	-	9,344	9,344	-
Office supplies	-	8,185	8,185	942
Telephone, internet and IT	12,539	5,211	17,750	19,027
Banking charges	-	325	325	70
Filing fee and state assessment	-	139	139	151
Postage	-	151	151	308
Parking	-	382	382	-
Recruiting services	-	1,296	1,296	-
Professional services	-	340	340	-
Total functional expenses	\$ <u>1,853,512</u>	\$ <u>185,394</u>	\$ <u>2,038,906</u>	\$ <u>1,066,321</u>

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 8 – PPP GRANT

On February 22, 2021, the Organization entered into a promissory note agreement for \$88,050 with Citizens Business Bank under the PPP, which is administered by the U.S. Small Business Administration (“SBA”) and established as part of the Coronavirus Aid, Relief, and Economic Security Act. This PPP note bore interest at 1.0% per annum and was scheduled to mature in February 2026 with the first six months of interest and principal payments deferred. The amount borrowed under the PPP note was eligible for forgiveness if the Organization met certain criteria. At June 30, 2021, the Organization believed it was probable that the PPP note would be forgiven, and accordingly, recorded the proceeds from the PPP as government grant revenue of \$88,050. In August 2021, the Organization received full forgiveness of the PPP note.

NOTE 9 – COMMITMENTS AND CONTINGENCIES

Guarantees and Indemnities

The Organization has made certain indemnities and guarantees, under which it may be required to make payments to a guaranteed or indemnified party, in relation to certain actions or transactions. The Organization indemnifies its directors, officers, employees and agents, as permitted under the laws of the State of California. In connection with its facility lease, the Organization has indemnified its lessor for certain claims arising from the use of the facilities. The duration of the guarantees and indemnities varies and is generally tied to the life of the agreement. These guarantees and indemnities do not provide for any limitation of the maximum potential future payments the Organization could be obligated to make. Historically, the Organization has not been obligated nor incurred any payments for these obligations and, therefore, no liabilities have been recorded for these indemnities and guarantees in the accompanying statements of assets, liabilities and net assets – cash basis.

Employee Deferred Compensation

As a result of declining operations following the outbreak of the coronavirus disease (“COVID-19”), the Organization undertook certain cost cutting measures during the year ended June 30, 2021 which resulted in employee deferred compensation of approximately \$95,000. The Organization has agreed to repay these wages back to the employees over a 6-month period, with the final installment paid in September 2022. As of June 30, 2022, the repayment amount due to employees totaled approximately \$47,000. No liability has been recorded for this commitment in the accompanying statement of assets, liabilities, and net assets – cash basis as of June 30, 2022.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 9 – COMMITMENTS AND CONTINGENCIES, continued

Operating Leases

The Organization has a lease for office space through October 2024. The Organization also has a lease for a color copier through September 30, 2022. Total rent expense for the fiscal years ended June 30, 2022 and 2021 totaled \$29,140 and \$83,850, respectively.

Future minimum lease obligations as of June 30, 2022 consist of the following:

<u>Years Ending June 30,</u>	
2023	\$ 40,685
2024	41,445
2025	<u>14,160</u>
	<u>\$ 96,290</u>

Litigation

In the ordinary course of business, the Organization may face various claims brought by third parties and they may, from time to time, make claims or take legal actions to assert their rights. Any of these claims could subject the Organization to costly litigation and, while the Organization generally believes that it has adequate insurance to cover many different types of potential liabilities, its insurance carriers may deny coverage or its policy limits may be inadequate to fully satisfy any damage awards or settlements. If this were to happen, the payment of any such awards could have a material adverse effect on the Organization's operations and financial position. Additionally, any such claims, whether or not successful, could damage the Organization's reputation and business.

NOTE 10 – EMPLOYEE BENEFIT PLAN

The Organization sponsors a defined contribution salary deferral plan (the "Plan") covering all employees. Beginning in April 2012, the Board of Directors agreed to Safe Harbor contributions of 3% of the eligible employee's salary. During each of the fiscal years ended June 30, 2022 and 2021, Safe Harbor contributions totaled approximately \$15,000, which are recorded in salaries and benefits in the accompanying statements of revenue and expenses – cash basis.

NOTES TO FINANCIAL STATEMENTS

For The Years Ended June 30, 2022 and 2021

NOTE 11 – RISKS AND UNCERTAINTIES

Due to the nature of the Organization's business, the Organization's revenue is entirely dependent on the City and the member hotels. The City established the BIA and collects the BIA levy from the eleven hotels in Costa Mesa and the member hotels are voluntary participants (see Note 1). A cancellation of the BIA or withdrawal of the member hotels would adversely and severely impact the Organization's financial position.

NOTE 12 – SUBSEQUENT EVENTS

Management has evaluated and determined that no other events have occurred through February 9, 2023, the date that the financial statements were issued, which would require inclusion or disclosure in its financial statements, except as disclosed herein.

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AN ANNUAL ASSESSMENT FOR FISCAL YEAR 2023-24 FOR A BUSINESS IMPROVEMENT AREA COVERING CERTAIN COSTA MESA HOTELS AND MOTELS AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSAL

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

WHEREAS, in adopting the Parking and Business Improvement Area Law of 1989 (California Streets & Highways Code §§ 36500 *et seq.*), the California Legislature authorized cities to levy assessments on businesses in order to promote economic revitalization and tourism, create jobs, attract new businesses, and prevent erosion of business districts; and

WHEREAS, on July 5, 1995, by Ordinance No. 95-9, the City Council adopted a business improvement area, commonly known as the Costa Mesa Tourism & Promotion Business Improvement Area (the “BIA”), the purpose of which is to promote tourism to the City and to fund programs and activities that benefit the hotel and motel businesses within the City; and

WHEREAS, the eleven (11) hotels and motels listed in Exhibit A, attached hereto and incorporated herein, are currently subject to the assessment; and

WHEREAS, the City Council appointed the general managers of the 11 hotels and motels subject to the assessment to serve as the advisory board as required by California Streets and Highways Code Section 36530; and

WHEREAS, said advisory board is known as Travel Costa Mesa (“TCM”); and

WHEREAS, the City Council has voted to continue the special assessment for the BIA each year since its inception, and it has been levied upon the 11 hotel and motel businesses listed in Exhibit A; and

WHEREAS, in January 2000, the City Council approved an increase in the assessment, raising the assessment from one percent (1%) to two percent (2%) based on the sale of overnight room stays; and

WHEREAS, in November 2010, the City Council approved an increase in the

assessment, raising the assessment from two percent (2%) to three percent (3%) based on the sale of overnight room stays; and

WHEREAS, this Resolution of Intention will commence proceedings under the Parking and Business Improvement Area Law of 1989 to levy the annual assessment of the Costa Mesa Tourism & Promotion Business Improvement Area for the 2022-23 fiscal year; and

WHEREAS, the Agenda Report and its attachments for the May 2, 2023 City Council meeting filed with the City Clerk set forth a detailed description of the activities to be provided in the 2023-24 fiscal year, the boundaries of the Business Improvement Area, the benefit zone of the area, and the proposed assessments to be levied upon the businesses within the area for the coming fiscal year.

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

Section 1. Intention; Assessment. The City Council hereby declares its intention to levy and collect assessments in the Costa Mesa Tourism & Promotion Business Improvement Area for Fiscal Year 2023-24 pursuant to California Streets & Highways Code §§ 36500 *et seq.* The boundaries of the Costa Mesa Tourism & Promotion Business Improvement Area are the 11 motels and hotels listed in Exhibit A. The proposed amount of the annual assessment is three percent (3%) based on the sale of overnight room stays. New hotel and motel businesses commenced after the effective date of the resolution levying the assessment will be exempt from the levy of assessment, pursuant to California Streets & Highways Code § 36531.

Section 2. Annual Report. An annual report on the Costa Mesa Tourism & Promotion Business Improvement Area has been prepared by TCM, acting as the advisory board, as required by California Streets & Highways Code §§ 36533 and 36534. Said report is on file in the City Clerk's Office.

Section 3. Types of Activities to Be Funded. The proposed type or types of activities to be funded by and through the annual levy of assessments on businesses within the Costa Mesa Tourism & Promotion Business Improvement Area are specified in the referenced annual report and Exhibit B, attached hereto and incorporated herein.

Section 4. Method and Basis of Levy. To allow each business owner to estimate

the amount of the assessment to be levied against his or her business, the proposed method and basis of levying the assessment is set forth in the TCM's annual report relative to the Costa Mesa Tourism & Promotion Business Improvement Area.

Section 5. Time and Place of Public Hearing. The time and place of the public hearing on the levy of an annual assessment for Fiscal Year 2023-24 shall be 7:00 p.m. on June 7, 2023. At the public hearing set forth above, the testimony of all interested persons for or against the annual levy of the assessment for the Business Improvement Area, the extent of the area, and/or the furnishing of specific types of improvements or activities will be heard by the City Council.

Section 6. Protests. Consistent with California Streets & Highways Code §§ 36524 and 36525, the following rules shall apply to all protests:

- (a) A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made.
- (b) Every written protest shall be filed with the City Clerk's Office, Costa Mesa City Hall, 77 Fair Drive, Room 101, Costa Mesa, California 92626, at or before the time fixed for the public hearing as set forth above.
- (c) The City Council may waive any irregularity in the form or content of any written protest, and, at the public hearing, may correct minor defects in the proceedings.
- (d) A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.
- (e) Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the City as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest.

- (f) If written protests are received from the owners of businesses in the proposed Business Improvement Area which will pay fifty percent (50%) or more of the assessments to be levied and protests are not withdrawn so as to reduce the protests to less than the fifty percent (50%), no further proceedings on the proposal to continue to levy the Business Improvement Area assessment, as specified by this Resolution, shall be taken by the City Council for a period of one year from the date of the finding of a majority protest.
- (g) If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the Business Improvement Area, those types of improvements or activities shall be eliminated.

Section 7. Publication. The City Clerk shall cause this Resolution of Intention to be published once in a newspaper of general circulation in the City at least seven (7) days before the June 7, 2023 public hearing.

PASSED AND ADOPTED this 2nd day of May, 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.

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 2nd day of May, 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 2nd day of May, 2023.

Brenda Green, City Clerk

EXHIBIT A

The Business Improvement Area (“BIA”) benefit zone encompasses the entire City of Costa Mesa boundaries. It is anticipated that the entire City, including businesses and residents, will benefit from increased revenues generated by the activities financed by the BIA assessment. There are no proposed changes in the boundaries of the BIA for Fiscal Year 2023-2024.

The following businesses will be included in the BIA that is established pursuant to California Streets & Highways Code §§ 36500 *et seq.*, the businesses commonly known as:

Avenue of the Arts, A Tribute Portfolio Hotel

Property Address: 3350 Avenue of the Arts, Costa Mesa

Business Owner: Rosanna Inc.
3350 Avenue of the Arts
Costa Mesa, CA 92627

Property Owner: Rosanna Inc.
3350 Avenue of the Arts
Costa Mesa, CA 92627

Ayres Country Inn & Suites

Property Address: 325 Bristol Street, Costa Mesa

Business Owner: Newport Country Inn & Suites, Inc.
355 Bristol Street, Suite A
Costa Mesa, CA 92626

Property Owner: Newport Country Inn & Suites, Inc.
355 Bristol Street, Suite A
Costa Mesa, CA 92626

Best Western Plus Newport Mesa Inn

Property Address: 2642 Newport Boulevard, Costa Mesa

Business Owner: James Hsuen
Shang-Pu Lee
2642 Newport Boulevard,
Costa Mesa, CA 92627

Property Owner: James Hsuen
Shang-Pu Lee
2642 Newport Boulevard,
Costa Mesa, CA 92627

Crowne Plaza

Property Address: 3131 Bristol Street, Costa Mesa

Business Owner: Brighton Management
20342 SW Acacia St.
Newport Beach, CA 92660

Property Owner: Bright Bristol Street LLC
3131 Bristol Street
Costa Mesa, CA 92626

Hilton

Property Address: 3050 Bristol Street, Costa Mesa

Business Owner: Ashford TRS CM LLC
14185 Dallas Parkway, Suite 1100
Dallas, TX 75254

Property Owner: Remington Lodging & Hospitality LP
14185 Dallas Parkway, Suite 1100
Dallas, TX 75254

Holiday Inn Express Hotel & Suites

Property Address: 2070 Newport Boulevard, Costa Mesa

Business Owner: Narendra B. Patel
2070 Newport Blvd.
Costa Mesa, CA 92667

Property Owner: Narendra B. Patel
2070 Newport Blvd.
Costa Mesa, CA 92667

Costa Mesa Marriott

Property Address: 500 Anton Boulevard, Costa Mesa

Business Owner: Starwood Capital Group
591 West Putnam Avenue
Greenwich, CT 06830

Property Owner: HEI Hotels & Resorts
101 Merritt 7 Corporate Park, 1st Floor
Norwalk, CT 06851

OC Hotel Costa Mesa (Formerly BLVD Hotel)

Property Address: 2430 Newport Boulevard, Costa Mesa

Business Owner: Sai Hospitality Services, LLC
11556 Manchester Way
Porter Ranch, CA 91326

Property Owner: Sanjay Panchal
11556 Manchester Way
Porter Ranch, CA 91326

Ramada Inn & Suites Costa Mesa

Property Address: 1680 Superior Avenue, Costa Mesa

Business Owner: B.D. Inns Inc./Ramada Ltd.
1680 Superior Ave.
Costa Mesa, CA 92627

Property Owner: B.D. Inns Inc./Ramada Ltd.
1680 Superior Ave.
Costa Mesa, CA 92627

Residence Inn by Marriott

Property Address: 881 Baker Street, Costa Mesa

Business Owner: Marriott International
10400 Fernwood Rd.
Bethesda, MD 20817

Property Owner: BRE Select Hotels and Resorts
6201 15th Avenue
Brooklyn, NY 11219

The Westin South Coast Plaza Hotel

Property Address: 686 Anton Boulevard, Costa Mesa

Business Owner: Host Hotels & Resorts
6903 Rockledge Dr., Suite 1500
Bethesda, MD 20817

Property Owner: CJ Segerstrom & Sons
c/o South Coast Plaza
686 Anton Boulevard
Costa Mesa, CA 92626

EXHIBIT B

The BIA assessment will be used to fund Travel Costa Mesa ("TCM"). TCM will fund activities to promote tourism in Costa Mesa and will sponsor related tourist events that benefit the hotel and motel businesses within the City.

Revenue

A three percent (3%) levy will be assessed against each of the 11 hotels listed in Exhibit A, based on the net revenue from the sale of overnight room stays.

Business owners shall pay the assessment to the Costa Mesa Finance Department on a monthly basis. A penalty and interest shall be assessed on late payments.

Note: New hotel and motel businesses commenced after the effective date of this resolution will be exempt from the levy of assessment.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1149

Meeting Date: 5/2/2023

TITLE:

LICENSE PLATE READER CAMERA MOBILE SYSTEM

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: JENNIFER ROSALES, TRANSPORTATION SERVICES
MANAGER, (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of National Cooperative Purchasing Alliance (NCPA) Contract #05-81 with IPS Group, Inc. for the purchase of a License Plate Reader Mobile System.
2. Authorize the purchase of the License Plate Reader Mobile System, in the amount of \$127,085.74 through National Cooperative Purchasing Alliance.

BACKGROUND:

At the July 19, 2022 regular meeting, the City Council approved the amendments to the Costa Mesa Municipal Code (CMMC) incorporating proposed changes to the Residential Permit Parking (RPP) program through a Public Hearing process. A Professional Services Agreement with Data Ticket Inc. for parking citation processing services was entered into agreement on January 1, 2022. Amendment No. 1 to this agreement was approved by the City Council on January 17, 2023 to add the RPP program into the City's existing parking citation management system database and provide an online permit application program for residential parking permits. The online residential permit parking portal and management system database is under development and anticipated to be complete at the end of April.

ANALYSIS:

In order to implement the revised RPP program, the purchase of License Plate Reader Recognition (LPR) cameras and associated equipment are needed for installation on four (4) Police Department vehicles. The use of mobile license plate recognition technology will significantly improve enforcement efficiency and coverage by automating enforcement processes. Instead of verifying that each vehicle has a valid physical permit displayed, the LPR system will automate the process by using the license plate number as the permit identifier with real-time information and is compatible with the permit management system database under development by Data Ticket Inc. These LPR

cameras will enable Police Department parking enforcement officers to enforce residential permit parking, time-limited parking, abandoned vehicle abatement, and continue to identify stolen vehicles using the LPR system. This will enhance enforcement efficiency and support the implementation of virtual residential parking permits and other plate-based solutions.

LPR technology will optimize operations and is an important parking management tool that improves enforcement efficiency and coverage. The LPR Mobile System purchase includes installation, system start-up and configuration, training, and client portal software for synchronization with the permit parking management system.

Purchasing the LPR Mobile System and equipment through the National Cooperative Purchasing Alliance meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and all requirements set forth by the State of California in regards to regional cooperative purchasing agreements. IPS Group, Inc. is established in an approved vendor list following a nationwide competitive bid process. This assures that the City receives the lowest available pricing and meets the competitive bid process requirements. The total cost for four LPR cameras including all installation and setup costs is \$127,085.74.

ALTERNATIVES:

The City Council may elect to not approve the LPR Mobile System and equipment purchase. However, this would result in delays in the implementation of the revised RPP program, as staff would need to secure the LPR Mobile system for enforcement from another vendor for this purpose. In addition, another vendor's LPR Mobile system may not be compatible with the Police Department's existing parking citation management system and the residential parking permit management system under development.

FISCAL REVIEW:

Funding for the implementation of the revised Citywide Residential Permit Parking program was approved in the FY 2022-23 budget. The cost of the LPR Mobile System and equipment is \$127,085.74 which will be absorbed in the Public Work's department FY 2022-23 budget. There will be annual recurring costs of \$13,300 for FY 2023-24 through FY 2026-27 which will be funded by fees collected through the RPP program and approved through the budget process.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Achieve long-term fiscal sustainability
- Strengthen the public's safety and improve the quality of life
- Advance environmental sustainability and climate resiliency

CONCLUSION:

Staff recommends the City Council:

1. Authorize the use of National Cooperative Purchasing Alliance (NCPA) Contract #05-81 with IPS Group, Inc. for the purchase of a License Plate Reader Mobile System.
2. Authorize the purchase of the License Plate Reader Mobile System, in the amount of \$127,085.74 through National Cooperative Purchasing Alliance.



ATTACHMENT 1

IPS Sales Quote



7737 Kenamar Court,
San Diego, CA 92121

Date	Quote #	Customer	Sub-Contractor
2/16/2023	IPS-2022-121699567	IPS Group (1)	None

Rep	P.O. No.	Terms	FOB	Contract
RR		Net 30	San Diego	

Mobile System Hardware

Initial One Time Cost

Qty	Item #	Description
(4)	Mobile LPR SYS-1 CDM-3-122-L5M	Mobile LPR 3-Camera L5M High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none">Qty=1 6mm lens packageQty=2 8mm lens packageVLP-5200 Processing UnitWiring harness w/ ignition control (Direct to Battery)<ul style="list-style-type: none">Single point power connectionField installed GPS antenna <u>Software:</u> <ul style="list-style-type: none">CarDetector Mobile LPR software application for MDC unit<ul style="list-style-type: none">LPR vehicle license plate scanning / real time alertingFull suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$48,000.00
Qty	Item #	Description
(12)	CAM-MOUNT-FLAT- ASSY-SET	Universal LPR Camera Mounting Bracket <ul style="list-style-type: none">RAM Ball Mount with Flat BaseMounted directly to vehicle surface<ul style="list-style-type: none">Requires drillingIncludes Locking Plate, Thumb Screw and Locking ScrewOne per camera
Subtotal Price (Excluding sales tax)		\$1,800.00

ATTACHMENT 1



Qty	Item #	Description
(4)	VS-TBLT-301Y-KIT	Vigilant Tablet Kit - 301Y <ul style="list-style-type: none"> 10.1" Rugged Tablet with Intel 8th Generation Core i7 processor <ul style="list-style-type: none"> Touch screen Power Supply Docking Station GPS/LTE Antenna Mouse Mounting Hardware Keyboard Sold Separately
Subtotal Price (Excluding sales tax)		\$16,000.00
Qty	Item #	Description
(4)	TAB-CTAHO-01	RAM Base Plate and Pole for Chevy Tahoe <ul style="list-style-type: none"> RAM Base Plate and Pole for Chevy Tahoe for mounting of the docking station and keyboard/mouse
Subtotal Price (Excluding sales tax)		\$1,720.00

On Site Field Commissioning and Installation

Qty	Item #	Description
(4)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system start up, configuration and commissioning of LPR system Includes CDM/CDF Training Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$3,980.00
Qty	Item #	Description
(4)	VS-Install	Installation of 4-camera mobile LPR system <ul style="list-style-type: none"> One-time cost
Subtotal Price (Excluding sales tax)		\$7,600.00
Qty	Item #	Description
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> Vigilant certified technician to visit client site Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$1,550.00

Vigilant Hosted Account Setup

Qty	Item #	Description
(1)	SSU-LN-COM	Vigilant Start Up & Configuration of Hosted/Managed Server Account <ul style="list-style-type: none"> New client account setup Required for all hosted/managed client accounts
Subtotal Price (Excluding sales tax)		\$1,275.00

ATTACHMENT 1



Qty	Item #	Description
(1)	VS-CLIENTPORTAL-H	Client Portal Account <ul style="list-style-type: none"> Vigilant Client Portal account for management of client-owned LPR data and systems Management of users, data sharing and access control permissions Use of Vigilant's patented analytic tools
Subtotal Price (Excluding sales tax)		\$0.00

Parking Enforcement Toolkit and Parking Integrations - Year One

Annual Recurring Fees

Qty	Item #	Description
(3)	VS-VPS-PI-INT	Parking Integration <ul style="list-style-type: none"> Enables integration for payment validation using LPR Integration allows for credentials to be entered into the Client Portal software for synchronization of parking locations and paid vehicles to Vigilant LPR systems Annual fee, per integration
Subtotal Price (Excluding sales tax)		\$3,000.00
Qty	Item #	Description
(4)	VS-VPS-PT-01	Parking Enforcement System Toolkit <ul style="list-style-type: none"> Annual fee per-system Toolkit enables Vigilant LPR systems to receive alerts on chalking (timed parking) violations as well as whitelist violations for vehicles that have not paid, do not have permits, or are otherwise not on a registered list of vehicles Included with a Vigilant Mobile System Subscription
Subtotal Price (Excluding sales tax)		\$4,000.00

Shipping / Freight

FedEx Ground

Qty	Item #	Description
(4)	VS-SHP-01	Vigilant Shipping Charges - Mobile <ul style="list-style-type: none"> Applies to each Mobile LPR System Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$520.00

ATTACHMENT 1
Vigilant Camera Licenses Fees - Year One



Qty	Item #	Description
(1)	VSBSVC-04	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN or Client Portal and CarDetector software updates Priced per camera per year for over 60 total camera units Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$3,300.00

Optional Extended Warranty

Qty	Item #	Description
(4)	CDMS34HWW	3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5 <ul style="list-style-type: none"> Full mobile LPR hardware component replacement warranty Applies to 3-Camera hardware system kit Valid for 4 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$25,200.00

Quote Notes:

- All prices are quoted in USD and will remain firm and in effect for 60 days.
- Returns or exchanges will incur a 15% restocking fee.
- Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- All hardware components to have standard One (1) year hardware warranty.
- All software to have standard one (1) year warranty for manufacturer defects.
- Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
- System proposed can perform permit, time limit, and scofflaw enforcement.
- Sales Tax is not included in the quote.**
- Does not include in-vehicle cellular hotspot (MIFI / Cradlepoint)
- You have one year of factory warranty with every purchase. Extended warranty is available for years 2-5. This purchase must be made with the original procurement or within the year one factory warranty period for all the additional years you wish to cover. It is not a year by year renewal.
- Installation has been included as part of this proposal.
- NCPA Contract # 05-81

13. Total Price	\$117,945.00 (Excluding sales tax)
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Annual Recurring Costs				
Line Item	Year 2	Year 3	Year 4	Year 5
CLK (Software)	\$6,300	\$6,300	\$6,300	\$6,300
Integrations	\$3,000	\$3,000	\$3,000	\$3,000
Parking Toolkit	\$4,000	\$4,000	\$4,000	\$4,000
Total	\$13,300	\$13,300	\$13,300	\$13,300

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com

Signature _____



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1154

Meeting Date: 5/2/2023

TITLE:

RESOLUTION TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2023-xx (Attachment 1) authorizing the Public Works Director or designee(s) to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements, including Right-of-Way Certifications, and any other certifications, amendments, and documents to facilitate processes related to the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA).

BACKGROUND:

The City of Costa Mesa (City) is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation (Caltrans) through various federal and state funding sources. Caltrans requires that agreements and right-of-way (ROW) certifications with other documents need to be signed by City staff as designated by City Council resolution authorizing designees to execute said agreements and ROW certifications.

On January 2, 2007, the City Council passed Resolution No. 07-01 (Attachment 2) entering into a revised 2006 Master Agreement No. 12-5312R that authorized the City Manager and the Director of Public Services (now Public Works Director) to execute future revisions to the Master Agreement on behalf of the City. However, the language in the resolution as well as previously required provisions of the Intermodal Surface Transportation Efficiency Act (ISTEA) are no longer applicable. Therefore, a new resolution is required that properly authorizes execution of ROW certifications.

ANALYSIS:

For all Federal and State funded projects, the Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements will need to be executed with Caltrans before such funds can be claimed. The City will work on projects within a reasonable time after receipt of notification from the State that funds have been approved. These projects will be carried to completion with reasonable diligence and will comply with the provisions of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the

Americans with Disabilities Act (ADA), and any other federal, state, and/or local laws, rules and/or regulations where applicable.

The proposed resolution authorizes the Public Works Director or designee(s) to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto, and also authorizes ROW certifications and any other certifications and documents to facilitate Caltrans and FHWA processes.

This resolution would also apply to Caltrans funded projects.

ENVIRONMENTAL DETERMINATION:

The proposed action is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15306, 15307 and 15308 of the CEQA Guidelines.

ALTERNATIVES:

The City Council may elect not to adopt the proposed resolution. However, this alternative is not recommended as this may jeopardize or delay the City's ability to secure Federal and/or State funding for street improvement and transportation projects.

FISCAL REVIEW:

There are no fiscal impacts associated with this item. Projects receiving Federal and State grant funds are included in the Capital Improvement Program (CIP) along with match requirements and are approved through the budget process.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

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

CONCLUSION:

Staff recommends the City Council adopt Resolution No. 2023-xx authorizing the Public Works Director or designee(s) to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements, including Right-of-Way Certifications, and any other certifications, amendments, and documents to facilitate processes related to the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA).

RESOLUTION NO. 2023-XX

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR OR DESIGNEE(S) TO EXECUTE ALL RELATED AGREEMENTS, CERTIFICATIONS, AMENDMENTS, AND DOCUMENTS TO FACILITATE PROCESSES RELATED TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND FEDERAL HIGHWAY ADMINISTRATION (FHWA)

WHEREAS, the City of Cost Mesa is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation (Caltrans); and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with Caltrans before such funds could be claimed; and

WHEREAS, right-of-way certifications, amendments, and any other certifications need to be executed with Caltrans before such funds can be claimed; and

WHEREAS, the City of Costa Mesa will cause work on a project to be commenced within a reasonable time after receipt of notification from Caltrans that funds have been approved and that the project will be carried to completion within reasonable time and diligence; and

WHEREAS, the City of Costa Mesa will comply, where applicable, with provisions of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the Americans with Disabilities Act (ADA), and any other Federal, state and/or local laws, rules and/or regulations.

NOW, THEREFORE, the City Council of the City Costa Mesa hereby resolves as follows below:

Section 1. The City of Costa Mesa hereby authorizes the Public Works Director or designee(s) to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements, including Right-of-Way Certifications, and any other certifications, amendments, and documents to facilitate processes related to the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA).

ATTACHMENT 1

Section 2. The City of Costa Mesa agrees to fund any additional costs over the identified programmed amount.

APPROVED AND ADOPTED by the City Council of the City of Costa Mesa at its regularly scheduled meeting held on the 18th day of April, 2023.

John Stephens
Mayor

ATTEST:

Brenda Green
City Clerk

ATTACHMENT 1

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 18th day of April, 2023, and that it was so adopted by called vote as follows:

AYES:

NOES:

Brenda Green
City Clerk

RESOLUTION NO. 07-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING THE REVISED MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL AID PROJECTS AND AUTHORIZING THE CITY MANAGER AND DIRECTOR OF PUBLIC SERVICES TO SIGN FUTURE MODIFICATIONS AND PROGRAM SUPPLEMENT AGREEMENTS TO THE ADMINISTERING AGENCY-STATE AGREEMENT.

WHEREAS, the City of Costa Mesa entered into a Master Agreement, Administering Agency-State Agreement No. 12-5312, for Federal-aid projects, modified November 29, 1995; and June 25, 1997; and

WHEREAS, the City of Costa Mesa has been asked to approve and execute a revised 2006 Master Agreement, now numbered 12-5312R, and Program Supplement Agreement No. 050-N; and

WHEREAS, this revised Master Agreement reflects new provisions of the Intermodal Surface Transportation Efficiency Act (ISTEA) and the reengineered local assistance procedures; and

WHEREAS, in the past, the City of Costa Mesa has entered into an Administering Agency-State Agreement with the California Department of Transportation (CALTRANS) for transportation construction projects involving State and local funds; and

WHEREAS, program supplements require authorizing signatures from City officials; and

WHEREAS, it would benefit the City to authorize the Director of Public Services to continue to sign program supplements under the modified Master Agreement of 2006;

WHEREAS, it would benefit the City to authorize the City Manager to execute future revisions to the Master Agreement;

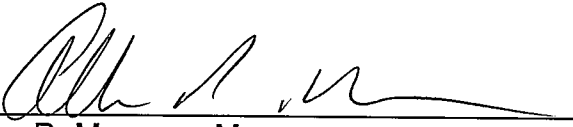
NOW, THEREFORE, BE IT RESOLVED that the 2006 Master Agreement Administering Agency State Agreement for Federal Aid Projects, No. 12-5312R, and the

ATTACHMENT 2

Program Supplement Agreement No. 050-N are hereby approved and the City Manager is authorized to sign the Master Agreement as revised and Program Supplement Agreement No. 050-N;

BE IT FURTHER RESOLVED that the Director of Public Services is hereafter authorized to sign program supplements to Master Agreement No. 12-5312R, and the City Manager is authorized to execute future revisions to the Master Agreement on behalf of the City.

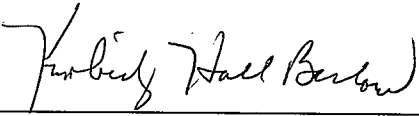
PASSED AND ADOPTED this 2nd day of January, 2007


Allan R. Mansoor, Mayor

ATTEST:


Julie Folcik, City Clerk

APPROVED AS TO FORM:


Kimberly Hall Barlow, City Attorney

ATTACHMENT 2

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

I, JULIE FOLCIK, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 07-1 and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 2nd day of January, 2007, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS: MANSOOR, BEVER, DIXON, LEECE

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: FOLEY

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 3rd day of January, 2007.



JULIE FOLCIK, CITY CLERK

(SEAL)





CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1183

Meeting Date: 5/2/2023

TITLE:

AUTHORIZE THE USE OF SOURCEWELL'S NATIONAL COOPERATIVE AGREEMENT 032119 WITH QUINN COMPANY FOR THE PURCHASE OF ONE (1) NEW CATERPILLAR INC. MODEL: 308 EXCAVATOR AND ONE (1) CATERPILLAR INC. MODEL: 262D3 SKID STEER LOADER

DEPARTMENT: PUBLIC WORKS/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 authorize the use of Sourcewell's Cooperative Agreement No. 032119 with Caterpillar Inc. for the purchase of one (1) Caterpillar Inc. Model: 308 Excavator; and one (1) Caterpillar Inc. Model: 262D3 Skid Steer Loader for \$294,235.37 from Quinn Company.

BACKGROUND:

Consistent with past practices, new and/or replacement vehicle and equipment requests are evaluated during the annual budget process along with Equipment Maintenance staff recommendations. Staff identified the subject equipment, an Excavator and a Skid Steer Loader, for replacement as part of Fiscal Year 2022-23 Budget.

The Maintenance Services Division is responsible for the care, maintenance, repair and alteration of the City's parks and parkways, trees, traffic signs and markings, street sweeping, storm water systems, and roadways. The division depends on a variety of heavy equipment including, but not limited to, four tractors that perform a variety of work associated with that maintenance.

The four City-owned tractors currently supporting the Maintenance Service Division are all older models that break down regularly and require constant maintenance. The acquisition of parts and support services for these pieces of equipment is challenging. Some parts have been discontinued and are obsolete.

ANALYSIS:

The purchase of the subject two (2) pieces of equipment will upgrade the City's fleet of operable equipment and will facilitate the maintenance work to City infrastructure, thereby improving the City's ability to serve the community and its stakeholders. The procurement of the excavator and skid steer loader replaces four old City-owned tractors, decreasing the City's fleet by two pieces of equipment. This will improve efficiencies and decrease maintenance costs.

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

The Quinn Company, an authorized Sourcewell dealer, provided quotes and specifications for the subject equipment and are included in Attachment 1. The quotes total an amount of \$294,235.37, including applicable taxes and delivery.

ALTERNATIVES:

The City Council could choose not to authorize the use of the cooperative agreement with Caterpillar Inc. This will require staff to initiate a formal procurement process, which will take significantly more time to complete. In addition, a formal procurement may not result in lower prices than the proposed Sourcewell pricing.

FISCAL REVIEW:

The purchase of these two tractors were approved in the Fiscal Year 2022/2023 budget and funded through the Vehicle Replacement Fund.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and approves 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 the City Council authorize the use of Sourcewell's Cooperative Agreement No. 032119 with Caterpillar Inc. for the purchase of one (1) Caterpillar Inc. Model: 308 Excavator; and one (1) Caterpillar Inc. Model: 262D3 Skid Steer Loader for \$294,235.37 from Quinn Company.

146

ATTACHMENT 1

Quote 156200-01



(REPLACING 146 & 147)

156200-01

January 17, 2023

CITY OF COSTA MESA

P O BOX 1200
COSTA MESA, California 92626

Attention: BRENDAN CARPENTER

Quinn Company would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** 2023

Quinn Company would like to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Liebl
Governmental Machine Sales Representative
714 713-5110
jliebl@quinncompany.com

One (1) New Caterpillar Inc. Model: 262D3 Skid Steer Loader

Standard Equipment**POWERTRAIN**

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 -Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil
 Filter, cartridge type, hydraulic

Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission
 Four wheel chain drive

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control

Electro/hydraulic hydrostatic
 transmission control

ELECTRICAL

12 volt electrical system
 80 ampere alternator
 Ignition key start/stop/aux switch
 Lights:
 -Gauge backlighting

-Two rear tail lights
 -Dome light
 Backup alarm
 Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
 -Air filter restriction
 -Alternator output
 -Armrest raised/operator out of seat
 -Engine coolant temperature
 -Engine oil pressure
 -Glow plug activation
 -Hydraulic filter restriction
 -Hydraulic oil temperature
 -Park brake engages
 -Engine emission system
 Gauges: fuel level and hour meter
 Storage compartment with netting
 Ergonomic contoured armrest
 Control interlock system, when operator

leaves seat or armrest raised:
 -Hydraulic system disables
 -Hydrostatic transmission disables
 -Parking brake engages
 ROPS cab, open, tilt up
 Anti-theft security system w/6-button
 keypad
 FOPS, level I
 Top and rear windows
 Floormat
 Interior rear view mirror
 USB charging port
 Horn
 Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path

Belly pan cleanout

Chassis, one piece welded
Machine tie down points (6)

Support, lift arm
Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Heavy duty flat faced quick disconnects
with integrated pressure release
Split D-ring to route work tool hoses
along side of left lift arm
Variable speed hydraulic cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

MACHINE SPECIFICATIONS

262D3 SKID STEER LOADER

512-4262

LANE 3 ORDER

0P-9003

CAB PACKAGE, ULTRA

588-9091

RIDE CONTROL

556-5899

BATTERY,HD,DISCONNECT, 850 CCA

568-5602

REAR LIGHTS

356-6082

DOOR, CAB, GLASS

539-8060

SEAT BELT, 3"

542-6995

PRODUCT LINK, CELLULAR PL243

566-7115

TIRES, 12/16.5 CAT 10PR

185-8666

CERTIFICATION ARR, P65

563-1163

INSTRUCTIONS, ANSI, USA

512-3741

SERIALIZED TECHNICAL MEDIA KIT

421-8926

SHIPPING/STORAGE PROTECTION

0P-2266

FILM, SELF LEVEL, ANSI

435-9238

FILM, RIDE CONTROL, ANSI

422-3445

PACK, DOMESTIC TRUCK

0P-0210

BUCKET-GP, 74", BOCE

279-5373

BUCKET-MP, 68", BOT

426-6487

CARRIAGE, PAL C2, 46", SSL

351-9371

FORK, PAL C2, 48" X 4" X 1.5"

195-8545

SOLID TRACTION TIRES

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE

Extended Coverage: 262-60 MO/2500 HR PREMIER (Tier 4)

CSA 36 MO / 1,500 HOURS PARTS ONLY (INCLUDES SOS) (QUINN CVA)

LIST PRICE	\$110,894.62
SOURCEWELL CONTRACT 032119 -21%	-\$23,287.87
DISCOUNTED SALE PRICE	\$87,606.75
TIRE FEE	\$7.00
SALES TAX (7.75%)	\$6,789.52
AFTER TAX BALANCE	\$94,403.27

PAYMENT TERMS**Cash Invoice Terms**

Net 10 Days

\$94,403.27

F.O.B./TERMS:

Subject to Factory Order. Request to be submitted for order with signed quote. Lead time unknown until order acknowledged by Caterpillar.

Accepted by _____ on _____

Signature**OPTIONS:**

Components	Ref No.	Qty	Sell
CAT Components (Attachments)			
BROOM, UTILITY, BU115, BOCE	493-2258	1	\$6,569.00
MOUNTING BRACKET, NOZZLE	257-3140	1	\$35.00
KIT, WATER SPRINKLER	256-9335	1	\$235.00
COLD PLANER, PC306	529-5790	1	\$26,319.00
KIT, WATER SPRAY, PCX06/8	231-2591	1	\$265.00
KIT, WATER TANK, 44 US GAL	571-6876	1	\$2,340.00

344

Quote 156206-02



(REPLACING 344 : 386)

156206-02

Jan 12, 2023

CITY OF COSTA MESA

P O BOX 1200
COSTA MESA, California 92626

Attention: MIKE TUCKER

Quinn Company would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 308 Excavator

STOCK NUMBER: NS0019176

SERIAL NUMBER: 0GG807833

YEAR: 2023

Quinn Company would like to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Liebl
Governmental Machine Sales Representative
714 713-5110
jliebl@quinncompany.com

One (1) New Caterpillar Inc. Model: 308 Excavator**Standard Equipment****POWERTRAIN**

CAT C3.3B diesel engine
 ISO 9249/EEC 80/1270
 Rated net power 55kW/72hp
 Automatic engine idle
 Automatic swing brake

Automatic two speed travel
 Fuel water separator with indicator
 Radial seal air filter
 Double element with warning indicator
 Extended life coolant - 37C

UNDERCARRIAGE

Greased and lubricated track
 Hydraulic track adjusters

Tie down eyes on track frame

HYDRAULICS

Smart tech electronic pump
 Variable displacement piston pump
 Load sensing/flow sharing hydraulics
 Power on demand

Hydraulic temperature monitoring
 Accumulator - certified
 Hydro advanced hydraulic oil

ELECTRICAL

60 ampere alternator
 850 CCA maintenance free battery
 Battery disconnect
 Circuit breaker
 Ignition key stop switch

Signaling/warning horn
 Work lights
 - Cab, boom left, front right
 - Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized cab
 Ergonomic joysticks control levers
 Adjustable wrist rests
 Air conditioner/heater with defroster &
 Automatic temp control
 Coat hook
 Color LCD monitor:
 - Fuel level, coolant temp, & warning
 indicators
 - Maintenance and machine monitoring
 - Performance & machine adjustments
 - Numeric security code
 - Multiple languages
 - Hour meter
 - Ground level wakeup switch
 - Jog dial control interface

Hydraulic lockout for all controls
 LED interior light
 Literature holder
 Mirror rear view - Cab left
 Molded footrests
 Openable front windshield with assist &
 integrated lower window
 Rear window emergency exit
 Removable washable floor mat
 Retractable seat belt
 Seat, fabric, high back, suspension
 Travel control pedals with hand levers
 Utility space for mobile phone
 Front post mounted windshield wiper &
 washer
 Skylight

Cup holder

Mounting bosses for front & top guard

FLUIDS

Extended life coolant - 37C

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Accumulator, certification

Caterpillar corporate "one key" system

Door locks on cab door and external enclosure doors

Lockable fuel cap

Beacon Socket

Ecology drain - engine

Radial seal engine air filter, double element with restriction indicator

Side by side engine & hydraulic oil cooler

Hydraulic fluid temperature monitoring

Joystick travel and steering mode

Travel cruise control

High definition hydraulics

- load sensing/flow sharing

Power on demand

Rear reflectors

Roll over protective structure (ROPS)

(ISO 12117-2)

Product link elite lite (regulations apply)

Auxiliary hydraulic lines:

- 1-way and 2-way (combined function)

- Auxiliary line quick disconnects

- In cab adjustable auxiliary flow

- Continuous flow

MACHINE SPECIFICATIONS

308 07A CR MHE DCA8D	615-9672
DRAIN, ECOLOGY	382-8757
HEATER, WATER JACKET	415-2556
SEAT, AIR SUSP, FABRIC, HEATED	510-6070
BELT, SEAT, 3" RETRACTABLE	510-6085
ALARM, TRAVEL	511-6157
MONITOR NEXT GEN, ADVANCED, CR	511-6177
LIGHTS, LED	511-6217
INTEGRATED RADIO	511-6219
CAMERA, REAR VIEW	511-6235
ELECTRICAL ARR, C3.3 HRC	511-6253
308 07A CR MINI EXCAVATOR	512-1401
BOOM, SWING	512-2573
LINES, BOOM	514-8055
LINES, STICK	514-8067
LINES, QC, LNG STK, 3 LINE	516-1613
ENGINE, EPA TIER 4 FINAL	518-6184
CONTROL, QC, 3 LINE	520-0778
CAT KEY, WITH PASSCODE OPTION	522-6460
INSTRUCTIONS, ANSI	523-3993
INSTRUCTIONS, CANADA	523-9613
COUNTERWEIGHT, EXTRA	525-6657
FILM, COUPLER, ISO	555-8731
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
PRODUCT LINK, CELLULAR PLE643	557-5123
STD BLADE, STD U/C, TG W/PAD	562-3698
STICK, LONG	563-2071
LINKAGE, BUCKET W/ LIFTING EYE	568-1567
EOU HOUSE SWING COVER, 8T	605-3340
WIRING GP	604-0125
COVER GP	605-3336
PLUG GP	605-3339
LANE 2 ORDER	0P-9002
ATHENS DEALER PDI & FUEL	590-9287
THUMB, HYD + COUPLER, PG, HYD, 8T	504-6175
BUCKET-HD, 24", 8.1 FT3, 7T	295-5952
SHIPPING/STORAGE PROTECTION	0P-2266
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACKING, LAST MILE PROGRAM	0P-4299
BUCKET-HD, 18", 5.4 FT3, 7T	295-5951
BUCKET-HD, 36", 13.8 FT3, 7T	295-5954
PINS, BUCKET, 50MM	308-0324
BRACKET, MHE 8T, 50MM, XL	564-9840
BUCKET-GRADING, 47", 14.6 FT3, 7T	388-9666
WHEEL, 18", 1/4 PL	517-6996

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE
Extended Coverage: 60 MO/2500 HR PREMIER (Total Machine)
CSA 36 MO / 1,500 HOURS PARTS ONLY (Filter Kits for first 3 Services)

LIST PRICE	\$231,823.78
SOURCEWELL CONTRACT 032119 DISCOUNT -20%	-\$43,364.76
DISCOUNTED SALE PRICE	\$185,459.02
SALES TAX (7.75%)	\$14,373.07
AFTER TAX BALANCE	\$199,832.10


PAYMENT TERMSCash Invoice Terms

NET 10 DAYS

\$199,832.10

F.O.B/TERMS:

On order arriving end of January 12, 2023
Reservation with signed quote or PO

Accepted by MIKE TUCKER on 1/12/23
MAINT. SUPERINTENDENT
CITY OF COSTA MESA

Signature



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1181

Meeting Date: 5/2/2023

TITLE:

MICROSOFT ® ENTERPRISE AGREEMENT LICENSING COMPLIANCE

DEPARTMENT: INFORMATION TECHNOLOGY (I.T.) DEPARTMENT

PRESENTED BY: STEVE ELY, DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council approve the true-up of the Microsoft ® Enterprise Agreement with SoftwareONE in the amount of \$279,050.60.

BACKGROUND:

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

In August 2012, the City entered into the initial three-year Enterprise Agreement with Microsoft ® through CompuCom. In August 2015, the City renewed the agreement for an additional three years, which expired on August 1, 2018. In August 2018, the City renewed the agreement for another three-year term, which expired on August 31, 2021. SoftwareONE acquired the CompuCom agreement in 2015.

On July 20, 2021, the City Council approved a three-year renewal of the Enterprise Agreement with Microsoft ® through SoftwareONE, Agreement Number: 8084445, Enrollment Number: 60026000 (Attachment Number 1) in the amount of not-to-exceed \$289,729.80, payable in three annual payments of \$96,576.60. The term of the agreement is from September 1, 2021, to August 31, 2024.

During the life of the agreement, the City has saved money through volume purchasing, and greatly simplifying licensing management and compliance. Software pricing is obtained through the County of Riverside Master Microsoft ® Enterprise Agreement Number 8084445, Select Plus Agreement Number 7756479, Microsoft ® Premier, Unified, and MCS Support Services (Licensing Solution Provider Agreement Number PSA-0001530).

ANALYSIS:

Microsoft ® Enterprise Agreement is a volume perpetual licensing program that enables organizations with 250+ users the flexibility to purchase cloud services, software licenses, and updates under one agreement at a lower price than when purchased separately. The City currently has an agreement through SoftwareONE for the following products:

- CoreCAL - Client Access Licenses
- Exchange Server Enterprise
- Office Professional Plus
- Microsoft ® Project
- SQL Server Standard Core
- Visio Professional
- Visual Studio Professional with MSDN
- Windows Server Datacenter Core 2-Processor
- Windows Server Standard Core 2-Processor

The agreement states the City is required to submit an annual true-up to account for new additions in its software usage since the anniversary date of the City's enrollment in the agreement. If there are no changes, an update statement must be submitted. This submittal is due 30 - 60 days prior to the City's Enrollment Anniversary.

The true-up option is designed for customers with a significant number of licenses and a growing user base to seamlessly accommodate new users without the need to initiate individual transactions for each request.

A software asset management review (SAM) conducted in August 2022, determined the City has increased software usage. The Department worked with SoftwareONE to complete the review. With the addition of new employees and servers into the environment, the Department needs to align the Enterprise Agreement with the total number of licenses that the Department had added previously. This true-up process was conducted by an inventory of all the qualified devices, users, and processors additions:

- 455 Core CAL ALng LSA UCAL
- 40 Exchange Ent CAL ALng LSA User CAL with Services
- 195 Office Professional Plus ALng LSA
- 118 Win Server DC Core ALng LSA 2L
- 29 Win Server Standard Core ALng LSA 2L

On March 23, 2023, the vendor submitted quote number 45008 (Attachment Number 2) in the amount of \$279,050.60. This amount paid will bring the City into compliance with the terms of the Enterprise Agreement.

ALTERNATIVES:

If the City does not true-up to match the current license usage, the City would be out of compliance of the Microsoft ® Enterprise Agreement.

FISCAL REVIEW:

The \$279,050.60 true-up is a one-time cost included in the Information Technology Department's Fiscal Year 2022-23 Adopted Budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council's goal:

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

CONCLUSION:

Staff recommends the City Council approve the true-up of the Microsoft® Enterprise Agreement with SoftwareONE in the amount of \$279,050.60.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Product Selection Form	1109822.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Costa Mesa
Signature*	
Printed First and Last Name*	Steven Elk
Printed Title	I.T. Director
Signature Date*	08/25/2021
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	_____
Printed First and Last Name	_____
Printed Title	_____
Signature Date	_____
(date Microsoft Affiliate countersigns)	
Agreement Effective Date	
(may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Program Signature Form

MBA/MBSA number

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

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Customer
Name of Entity (must be legal entity name)* City of Costa Mesa
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

60026000

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

81468641

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
 - ☐ Enrolled Affiliate and all Affiliates
 - ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
 - ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Costa Mesa

Contact name* First Adam Last Silva

Contact email address* Adam.Silva@costamesaca.gov

Street address* 77 Fair drive, 1st Floor

City* Costa Mesa

State* CA

Postal code* 92626-6520-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 714-754-5620

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Adam Last Silva

Contact email address* Adam.Silva@costamesaca.gov

Street address* 77 Fair drive, 1st Floor

City* Costa Mesa

State* CA

Postal code* 92626-6520-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 714-754-5620

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Adam Last Silva

Contact email address* Adam.Silva@costamesaca.gov

Phone* 714-754-5620

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftwareONE, Inc.

Street address (PO boxes will not be accepted)* 20875 Crossroads Circle, Suite 1

City* Waukesha

State* WI

Postal code* 53186-4093

Country* United States

Contact name* MS* Admin

Phone* 262-317-5555

Contact email address* ms-admin.us@softwareone.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name* Erick Chavez

Printed title* Operations Analyst

Date* 08/27/2021

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Costa Mesa

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	81468641	X	X

Proposal ID

1109822.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	560	450	1.2	No	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	560
Client Access License (CAL)	
Core CAL	
Core CAL	450

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	560	450	450	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level “A” throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing - Channel Price Sheet - Final Pricing

Quote Number:	1109822.003	Billing currency:	USD
Creation Date:	8/23/2021	Term Of Agreement:	3 Years
Effective Duration:	30 days	Opportunity ID:	
Enrollment Number:		Payment Schedule:	Annual
Language:	English (United States)	Framework ID:	US - California Unified GVT-E6
Price List Month:	August 2021		

Indirect Enterprise Enrollment - Renewal Quote

Customer Contact

Adam Silva	City of Costa Mesa
Phone: 714-754-5620	77 Fair drive, 1st Floor
Fax:	Costa Mesa, CA, United States, 92626-6520
Adam.Silva@costamesaca.gov	

Partner Contact(s)

Reseller

MS dnu.Admin US	SoftwareONE, Inc.
Phone: 262-317-5555	20875 Crossroads Circle, Suite 1
Fax:	Waukesha, WI, United States, 53186-4093
ms-admin.us@softwareone.com	

Microsoft Contact

Jordan Stratton
701-492-3665
jostratt@microsoft.com

New Purchases

Purchase Order Information

Sections	Purchase Order Number															Purchase Order Date
Section 1	U	S	-	P	O	-	1	1	3	4	5	3	5			08/27/2021
	Signature					Date			Name(Print)					Title		
Direct Partner (LAR)						08/27/2021			Erick Chavez					Operations Analyst		
Microsoft Affiliate																


Quote Summary	
Summary Item	Totals (USD)
Customer Earned Price (3 Years)	289,729.80
Total Credit Amount	0.00
Total Annual Payment Year 1	96,576.60
Total Annual Payment Year 2	96,576.60
Total Annual Payment Year 3	96,576.60

SECTION 1 - Licenses and Software Assurance					
Pricing & Usage Year 1					
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise					
OfficeProPlus ALNG SA MVL	269-05704	98.76	560	United States	55,305.60
CoreCAL ALNG SA MVL UsrCAL	W06-00446	46.92	450	United States	21,114.00
Additional Products					
Prjct Std ALNG SA MVL	076-01912	115.44	11	United States	1,269.84
VisioPro ALNG SA MVL	D87-01159	98.88	4	United States	395.52
VSPSubMSDN ALNG SA MVL	77D-00111	303.24	1	United States	303.24
ExchgSvrEnt ALNG SA MVL	395-02504	715.80	1	United States	715.80
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	579.00	13	United States	7,527.00
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	9EA-00278	124.32	80	United States	9,945.60
Total Year 1 Payment					96,576.60
Invoice Date: Enrollment Effective Date or if received after Enrollment Effective Date upon our acceptance					
Pricing & Usage Year 2					
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise					
OfficeProPlus ALNG SA MVL	269-05704	98.76	560	United States	55,305.60
CoreCAL ALNG SA MVL UsrCAL	W06-00446	46.92	450	United States	21,114.00
Additional Products					
Prjct Std ALNG SA MVL	076-01912	115.44	11	United States	1,269.84
VisioPro ALNG SA MVL	D87-01159	98.88	4	United States	395.52
VSPSubMSDN ALNG SA MVL	77D-00111	303.24	1	United States	303.24
ExchgSvrEnt ALNG SA MVL	395-02504	715.80	1	United States	715.80
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	579.00	13	United States	7,527.00
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	9EA-00278	124.32	80	United States	9,945.60
Total Year 2 Payment					96,576.60

Invoice Date: 1st Anniversary Date					
Pricing & Usage Year 3					
Product Description	Part Number	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise					
OfficeProPlus ALNG SA MVL	269-05704	98.76	560	United States	55,305.60
CoreCAL ALNG SA MVL UsrCAL	W06-00446	46.92	450	United States	21,114.00
Additional Products					
Prjct Std ALNG SA MVL	076-01912	115.44	11	United States	1,269.84
VisioPro ALNG SA MVL	D87-01159	98.88	4	United States	395.52
VSPSubMSDN ALNG SA MVL	77D-00111	303.24	1	United States	303.24
ExchgSvrEnt ALNG SA MVL	395-02504	715.80	1	United States	715.80
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	579.00	13	United States	7,527.00
WinSvrDCCore ALNG SA MVL 2Lic CoreLic	9EA-00278	124.32	80	United States	9,945.60
Total Year 3 Payment					96,576.60
Invoice Date: 2nd Anniversary Date					
TOTAL SECTION 1 VALUE YEARS 1 - 3					289,729.80
TOTAL DEAL VALUE YEARS 1 - 3					289,729.80

Future Pricing				
Enterprise Products				
Product Description	Part Number	Pricing Information		
		Net Unit True up Price (USD)		
True-Ups - Enterprise Products		Year 1 - Payment 1	Year 2 - Payment 1	Year 3 - Payment 1
OfficeProPlus ALNG LicSAPk MVL	269-05623	525.90	437.46	349.02
CoreCAL ALNG LicSAPk MVL UstrCAL	W06-00445	264.72	222.48	180.24
Additional Products				
Product Description	Part Number	Pricing Information		
		Net Unit True up Price (USD)		
True-Ups		Year 1 - Payment 1	Year 2 - Payment 1	Year 3 - Payment 1
Prjct Std ALNG LicSAPk MVL	076-01776	686.52	571.08	455.64
VisioPro ALNG LicSAPk MVL	D87-01057	588.24	489.36	390.48
VSPProSubMSDN ALNG LicSAPk MVL	77D-00110	886.62	583.38	280.14
ExchgSvrEnt ALNG LicSAPk MVL	395-02412	4,652.58	3,936.78	3,220.98
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	3,763.50	3,184.50	2,605.50
WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	9EA-00039	808.20	683.88	559.56

Product Notes
<p>Note 1: If the payment structure is changed, the list price may not reflect the actual list price but may be updated to reflect the payment structure chosen.</p>
<p>Note 2: Purchase Orders should include taxes where applicable.</p>
<p>Note 3: True-ups are only applicable to Enterprise Products, eligible Enterprise Online Services and Additional Products (including eligible Online Services but not Service Offerings).</p>
Terms and Conditions
<p>The Channel Price Sheet is confidential between the licensing Microsoft affiliate and the Channel Partner. DO NOT forward the Channel Price Sheet document to the end-customer.</p>
<p>Unless otherwise indicated on the Channel Price Sheet and in a signed customer amendment, Microsoft will invoice Reseller in 3 equal annual installments. The first installment will be invoiced upon acceptance of the Enrollment, and thereafter on the anniversary of the Enrollment.</p>
<p>SoftwareONE, Inc. by signing below, acknowledges that it has read the E6 referred to in the Channel Price Sheet (including any amendments to that Enrollment), and SoftwareONE, Inc. acknowledges that pursuant to the terms of that enrollment, the customer may have rights to terminate the enrollment under certain circumstances, that may reduce the total proposal value. All pricing and other terms are subject to change by us at any time until execution and delivery by all parties of the final enrollment and all other necessary legal documentation. Please do not sign or process this price sheet unless Final Price Sheet is indicated on top of the first page.</p>
<p>PLEASE NOTE: At the start of each term of an Enrollment, price levels are established for that term based upon terms in the applicable Agreement and Enrollment. For Direct Enrollments, final pricing is established by the licensing Microsoft affiliate based on the applicable price levels and other factors. For Indirect Enrollments, final pricing is established by the Customer's reseller based on the applicable price levels and other factors. Therefore, Customers should not expect to receive the same pricing across different Enrollments, particularly when the Enrollments are under different channel models (Direct and Indirect). If an Affiliate is not included under this Enrollment, but signs a separate Enrollment, that Affiliate may be subject to pricing other than what has been established in this Enrollment. While the payment on an initial order and any order for Online Services may be spread annually across the term of the Enrollment, any subsequent additional product and true-up orders for License & Software Assurance are invoiced in total unless otherwise specified.</p>

 The Software Licensing Experts™				
Quoted by Jason Carmer				
Phone 214-580-5899 Email jason.carmer@softwareone.com				
<div style="border: 2px solid black; padding: 5px; text-align: center;"> please email inside sales at gov.us@softwareone.com for order inquiries </div>				
Quoted to:		City of Costa Mesa		
		Michael Steinke		
Date:	3/23/2023	michael.steinke@costamesaca.gov		
Quote#:	45008			
Expires:	4/22/2023	EA# 60026000 - Expires 8/31/2024		
Important: Please provide the email address of the recipient designated to receive a SoftwareONE order confirmation and/or receive electronic software deliveries.				
Quantity	Part #	Description	Unit Price	Ext. Price
455	W06-00445	Core CAL ALng LSA UCAL	\$227.15	\$103,353.25
40	PGI-00268	Exchange Ent CAL ALng LSA User CAL with Services	\$76.08	\$3,043.20
195	269-05623	Office Professional Plus ALng LSA	\$446.65	\$87,096.75
118	9EA-00039	Win Server DC Core ALng LSA 2L	\$698.25	\$82,393.50
29	9EM-00562	Win Server Standard Core ALng LSA 2L	\$109.10	\$3,163.90
	Sub-Total			\$279,050.60
	Tax	ESD - nontaxable. Please type "Electronic Software Delivery" on your PO.		\$ -
	Shipping			No Charge
Total				\$ 279,050.60
Prices good for 30 days				
Pass-Through Warranty and Other Rights. As a reseller, end-user warranties and liabilities (with respect to any third party software products provided by SoftwareONE) shall be provided as a pass-through from the manufacturer of such products. All software products are subject to the license agreement of the applicable software supplier, as provided with the software packaging or in the software at time of shipment.				



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1180

Meeting Date: 5/2/2023

TITLE:

FISCAL YEAR (FY) 2023-2024 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS GRANT (HOME) PROGRAMS

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/HOUSING AND COMMUNITY DEVELOPMENT DIVISION

PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR

CONTACT INFORMATION: MIKELLE DAILY, GRANT ADMINISTRATOR, (714) 754-5678

RECOMMENDATION:

Staff recommends the City Council:

1. Hold a Public Hearing regarding the FY 2023-2024 Annual Action Plan.
2. Approve the recommended allocation of \$1,689,303 for FY 2023-2024 Community Development Block Grant, which includes the annual allocation of \$1,010,506, \$78,797 in prior year(s) uncommitted program funds, and \$600,000 in re-programmed CDBG funds.
3. Approve the recommended allocation of \$549,260 for the Fiscal Year 2023-2024 HOME Investment Partnerships Grant, which includes the annual allocation of \$509,260 and \$40,000 in program income (lien/HOME loan repayments).
4. Adopt Resolution No. 2023-XX in order to:
 - a. Approve the FY 2023-2024 Annual Action Plan.
 - b. Authorize the City Manager, or the City Manager's designee, to submit the FY 2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development.
 - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the FY 2023-2024 Annual Action Plan.
5. Provide direction regarding potential changes to the City's Tenant-Based Rental Assistance (TBRA) and Single-family Rehabilitation Grant and Loan Programs, as described in the staff report.

BACKGROUND:

Costa Mesa is a recipient of two U.S. Department of Housing and Urban Development (HUD) grant program funds: the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships Program (HOME). These two HUD programs annually provide approximately \$1.6 million to the City and can be used for various activities that assist low- and moderate- income Costa Mesa residents.

The Housing and Community Development Division (HCD) of the Development Services Department is responsible for administering the City's CDBG and HOME grants. CDBG and HOME-funded activities must address the needs outlined in the City's Consolidated Plan.

FIVE-YEAR CONSOLIDATED PLAN

The Consolidated Plan is a five-year planning document required by HUD for all communities receiving federal community development grant funds. The current Consolidated Plan was approved by the City Council on May 19, 2020 and covers FY 2020-21 through FY 2024-25. The following five-year goals are identified in the 2020-2024 Consolidated Plan:

- Goal 1: Housing Preservation - To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
- Goal 2: Infrastructure and Facility Improvements - To enhance the suitability of the living environment through improvements to public infrastructure and facilities
- Goal 3: Homeless Continuum of Care - To provide supportive services and housing assistance for homeless persons and homelessness prevention
- Goal 4: Public Social Service - To provide services for low- and moderate-income persons, and those with special needs, including fair housing services
- Goal 5: Program Administration - To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying with all HUD program requirement

The Consolidated Plan also includes a five-year strategic plan that identifies community needs, and strategies, programs and resources to address those needs. Its five-year cycle will end on June 30, 2025. The Consolidated Plan can be found on the City's website at:

<https://www.costamesaca.gov/home/showpublisheddocument/45289/637503703596400000>

ANNUAL ACTION PLAN

The Annual Action Plan is the component of the Consolidated Plan that is revised annually. It links the goals identified in the City's 2020-2024 Consolidated Plan to the planned annual expenditure of CDBG and HOME funds. The City must submit the Annual Action Plan to HUD in May of each year to comply with HUD requirements and continue to receive these federal funds. The deadline for

submittal to HUD for this year is May 16, 2023.

The City is required to provide a 30-day public comment period and to hold a public hearing before approving and submitting the Annual Action Plan to HUD.

ANALYSIS:

PROPOSED 2023-24 ANNUAL ACTION PLAN

Fiscal Year 2023-24 is the fourth year of the five-year 2020-2024 Consolidated Plan cycle. The period covered by the FY 2023-24 Action Plan begins July 1, 2023 and ends June 30, 2024.

Both CDBG and HOME funds have specific program requirements. For example, CDBG funds must be utilized to achieve one of three national objectives: 1) elimination of run- down areas, 2) to meet an urgent need (e.g. declared disaster), or 3) to benefit low- and moderate- income persons. HOME funds must be used to preserve or increase housing opportunities for low- income residents in Costa Mesa.

Lower income persons are defined by HUD as an individual with a household income equal to or less than 80 percent of the County median income. (The 2022 median family income for Orange County is \$119,000). Income limits are based on family size and are adjusted annually by HUD. Income limits for 2023 are expected to be released on or around May 15, 2023. HUD 2022 Orange County (OC) income limits are shown below:

Household Size	Household Income at 50% of OC Median Income (Very Low Income)	Household Income at 80% of OC Median Income (Low Income)
1-Person	\$47,450	\$75,900
2-Person	\$54,200	\$86,750
3-Person	\$61,000	\$97,600
4-Person	\$67,750	\$108,400
5-Person	\$73,200	\$117,100
6-Person	\$78,600	\$125,750
7-Person	\$84,050	\$134,450
8-Person	\$89,450	\$143,100

CDBG Funds

The City will receive \$1,010,506 in CDBG funds for FY 2023-24. Additionally, \$78,797 in prior year uncommitted funds and \$600,000 in re-programmed CDBG funds will be available to CDBG-eligible activities. Staff is recommending funding in five primary program areas: 1) Capital Improvements 2) Public Services Grants 3) Housing Rehabilitation Administration 4) Community Improvement/Code Enforcement, and 5) Program Administration.

Capital Improvements

CDBG funds may be used to improve infrastructure and public facilities, provided the primary

beneficiaries are low- and moderate- income Costa Mesa residents. Eligible improvements listed in the Consolidated Plan include:

- Public Facilities
 - o accessibility and facility improvements
- Park Facility Improvements
 - o Park improvements - various parks in CDBG eligible areas; equipment replacement, fencing, signage, trail restoration
 - o Park expansion/development - various parks in CDBG eligible areas; master plan updates; management and restoration plans
- Homeless Shelter Improvements
- Community Center Improvements
- Fire station improvements (including fire equipment)
- Library Improvements
- Other public facilities that serve special needs populations

Capital projects funded with CDBG funds must be appropriate for the amount of funding available, consistent with the Consolidated Plan, and capable of being completed and funds expended within required CDBG timelines.

HCD staff solicited proposals for eligible projects from City departments. The Public Works Department requested funds for a continuation of the Westside Residential Street Improvements Project which was allocated \$600,000 in CDBG funds in the previous FY 2022-23 Annual Action Plan. However, since then, alternative grant funding sources have been identified for the Westside Residential Street Improvements Project. Therefore, \$678,797 in prior year funds plus \$246,830 in FY 2023-24 CDBG funds are available for programming toward infrastructure and facility improvements this fiscal year.

As such, available CDBG funds (approximately \$925,627) are proposed to be used for the purchase of a Triple Combination Pumper/Fire Engine with required outfitting. The new fire engine will be based at Fire Station 3, 1865 Park Ave., Costa Mesa, CA, located in the southwest portion of the City and serving the area of the City with the greatest socio-economic diversity.

Public Services

The City is allowed to earmark up to 15% of its annual CDBG allocation to fund public services. Based on the FY 2023-24 CDBG allocation, staff is recommending the City allocate the maximum allowable amount of \$151,575 for public services.

Public services are defined as social service programs that primarily benefit low- and moderate-income residents. These programs may be administered by City staff or by local nonprofit agencies

through a subrecipient agreement. Staff recommends allocating \$30,000 to fund the City's Senior Center Community Outreach Worker position. The City's Community Outreach Worker assists senior clients by connecting them to appropriate community agencies, services and resources and provides support for their physical, mental, emotional and social health. This leaves \$121,575 available to fund public services grants (PSGs) for community-based non-profit organizations.

On January 13, 2023, the City released a request for PSG applications. On February 13, 2023, the City received twelve PSG applications requesting a total of \$264,000. On March 15, 2023, the City's Housing and Public Service Grant Committee (H&PSG Committee) convened to review grant applications, listen to presentations from non-profit organizations applying for grant funds, and develop public service grant funding recommendations for the City Council's consideration. Grant amounts may be between a minimum of \$15,000 and a maximum of \$30,000 to ensure that grants are impactful, while serving diverse eligible populations.

The H&PSG Committee recommends funding seven of the twelve PSG applications received, refer to Table 1 below. The Fair Housing Foundation application will be funded with administration funds this year. (Funding of Fair Housing is a HUD requirement and is eligible for funding out of the administration or the PSG portion of the CDBG allocation).

The H&PSG Committee's ratings, rankings, and grant recommendations are provided as an attachment to this report for the City Council's consideration. The attachment also includes a summary of grant applications and a three-year funding history of CDBG public service grants. The H&PSG Committee's grant recommendations are listed in the proposed CDBG budget below. A complete copy of all PSG applications submitted are posted on the City's website at: [Applications | City of Costa Mesa \(costamesaca.gov\) <https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/housing-and-community-development/cdbg-public-service-grant-applications>](https://www.costamesaca.gov/government/departments-and-divisions/economic-and-development-services/housing-and-community-development/cdbg-public-service-grant-applications).

Housing Rehabilitation Program Administration

Staff recommends allocating \$50,000 in CDBG funding for staff and other direct costs associated with administering the City's HOME-funded housing rehabilitation program. Examples of eligible costs include costs associated with staff preparation of work specifications, property inspections, and loan/grant application processing. Refer to the discussion under the HOME funds section of this report for further details regarding the Housing Rehabilitation program.

Community Improvement/Code Enforcement

CDBG funds may be used for code enforcement activities, provided the program primarily benefits low- and moderate- income persons, and that such activities "together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area." The core of this regulation is that any CDBG-funded code enforcement activity must have a direct connection to rehabilitation or improvement of housing in a CDBG-eligible area. For FY 2023-24, staff recommends an allocation of \$360,000 in CDBG funds to support the work effort of two full-time and one part-time City Community Improvement Officer. Activity will be limited to eligible low and moderate income Census Tract Block Groups identified by HUD. The goal of community improvement activities in these areas is to connect property owners, residents and other members of

the community with resources and programs to resolve substandard housing conditions in an overall effort to improve the quality of life within these neighborhoods.

Administration

HUD allows the City to allocate up to 20 percent of its annual grant for planning and program administration. Based on the City's FY 2023-24 allocation, a maximum of \$202,101 can be allocated for program administration. Eligible program administration expenditures include program staff salaries and benefits, contract services, legal services, direct program operating costs and fair housing costs (if not funded through the public services allocation).

The City is required by HUD to fund a Fair Housing Program, which provides education, counseling and enforcement services for Costa Mesa households. Staff recommends allocating \$20,000 from administration to fund the Fair Housing Foundation to provide fair housing services to the community and comply with federal regulations.

TABLE 1 – CDBG FUNDS		
AVAILABLE FUNDS		
FY 2023-2024 CDBG Allocation	\$1,010,506	
FY 2022-2023 Unspent CDBG Allocation	\$78,797	
FY 2022-2023 Re-programmed CDBG funds from Westside Residential Streets Improvement Project	\$600,000	
	TOTAL:	\$1,689,303
PROPOSED PROGRAMS/PROJECTS		
Community Improvement/Code Enforcement		
- Salary & Benefits 2 FT & 1 PT Officers	\$360,000	
	SUBTOTAL:	\$360,000
Capital Improvement Projects		
- Public Facilities and Infrastructure Improvements	\$925,627	
	SUBTOTAL:	\$925,627
Public Service Grants (15% Maximum)		
- City of Costa Mesa – Senior Services Community Outreach Worker	\$30,000	
- Community SeniorServ – Lunch Cafe	\$20,000	
- Community SeniorServ – Meals on Wheels	\$15,000	
- Families Forward	\$15,000	
- Project Hope Alliance	\$25,000	
- Stand Up for Kids OC	\$15,000	
- Trellis International	\$15,000	
- Youth Employment Services (YES)	\$16,575	
	SUBTOTAL:	\$151,575
Housing Rehabilitation		
- Housing Rehabilitation Administration	\$50,000	
	SUBTOTAL:	\$50,000
Administration (20% Maximum)		
- CDBG Program Administration	\$182,101	
- Fair Housing Foundation	\$20,000	
	SUBTOTAL:	\$202,101
	TOTAL:	\$1,689,303

HOME Funds

The City will receive a HOME grant allocation of \$509,260 for FY 2023-24. Additionally, \$40,000 in HOME program income (i.e. HOME lien/loan repayments) is available for HOME-funded activities.

The City must reserve a minimum of 15 percent of annual HOME funds for an affordable housing project to be undertaken by a qualified nonprofit housing developer known as a Community Housing Development Organization (CHDO). The City is also allowed to use a maximum of 10 percent of HOME funds for program administration. Staff is recommending to allocate FY 2023-24 HOME funds for four activities: 1) Single-family housing rehabilitation loans and grants program, 2) Affordable Housing Development (CHDO reservation - required), 3) Tenant Based Rental Assistance (TBRA) program, and 4) Program Administration.

Single-family Housing Rehabilitation Grant and Loan Program

Staff is recommending allocating \$271,945 in HOME funds for the City's Housing Rehabilitation Loan and Grant Program. Program funds must be used to correct nonconforming uses, remedy code violations, and repair and improve deteriorating properties, with the goal of providing decent and safe housing conditions. The program offers grants up to \$12,500 for mobile homes and \$17,500 for single family homes, as well as deferred zero interest loans up to \$50,000. Rehabilitated property value after rehabilitation cannot exceed 95 percent of the HUD median purchase price for the City, which was calculated as \$1,026,000 for FY 2022-23 and will be recalculated in May 2023 for FY 2023-24. In addition, the subject property must be owner-occupied and serve as the principal residence of the eligible low- to very-low income household applying.

The proposed allocation is estimated to fund approximately 10 grants and one loan annually. Historically, this program has primarily funded improvements to mobile homes and focused on grants instead of loans. Existing program loans were primarily funded between 1997 and 2013. Since 2013, the number of loan applications has sharply declined. In fact, in the last 5 years, 98% of program participants received funds via grants and 94% of program participants were mobile home residents.

Community Housing Development Organization (CHDO) Affordable Housing Funds

HOME program regulations require that a minimum of 15 percent of the City's annual grant allocation be reserved for a CHDO (a community-based nonprofit development entity). Based on the City's FY 2023-24 HOME grant, \$76,389 is the minimum CHDO set-aside requirement. HUD has suspended the 24-month commitment deadline requirement indefinitely for CHDO set-aside funds. As a result, these funds are set aside and accrue each year pending an eligible development application from a CHDO. Most recently, CHDO funds were used to assist the Motel 6 residential project.

Tenant Based Rental Assistance (TBRA)

Staff is recommending allocating \$150,000 in HOME funds for the City's Tenant Based Rental Assistance Program. A "pilot" TBRA program funded by HOME dollars was originally offered in Fiscal Year 2020-21. The pilot program was based on a similar TBRA program implemented in the City of Huntington Beach and was administered in Costa Mesa by Families Forward. Since the contract for Families Forward to implement the pilot program expires in June 2023, staff released an RFP to

solicit proposals to administer a permanent TBRA program for Costa Mesa. Should the Council support staff's recommendation, the TBRA Program will no longer be considered a "pilot" program.

The permanent TBRA program would aim to provide rental assistance for both families and individuals for up to 24 months. The TBRA rental subsidy would cover rental costs, security deposits and utilities and would reduce the housing cost for participating households to 30% of the household's monthly adjusted income. To receive TBRA assistance, both the household and the housing unit must be eligible.

Eligible households include:

- Households with incomes at or below 60% Area Median Income (AMI) (e.g. \$56,940 for a household of one person; \$81,300 for a household of four) with a severe housing cost burden (i.e. housing costs equal to 50% or more of the household monthly income); or
- Households meeting the HUD At Risk of Homelessness definition at 24 Code of Federal Regulations Part 91 (e.g. household income at 30% AMI or below and insufficient resources to prevent them from moving to an emergency shelter and meets one of 5 additional conditions as listed in the regulations); or
- Households experiencing homelessness and having strong ties to the City (live/work/school).

Eligible units are required to comply with a HUD Housing Quality Inspection and occupancy standards, have a lease between the tenant and landlord, and have a rental assistance payment contract between the landlord and the TBRA program administrator.

Program Administration

The City may use up to ten percent of its annual grant for HOME program administration. Based on the City's FY 2023-24 allocation, \$50,926 is available for HOME program administration. Eligible administration expenditures include program staff salaries and benefits, contract services, and legal services which may be required to implement the funded activities.

TABLE 2 – HOME FUNDS		
AVAILABLE FUNDS		
2023-2024 HOME Allocation	\$509,260	
Program Income	\$40,000	
	TOTAL:	\$549,260
PROPOSED PROGRAMS/PROJECTS		
Housing Rehabilitation		
- Single Family Housing Rehab Loans and Grants	\$271,945	
	SUBTOTAL:	\$271,945
Affordable Housing CHDO Reserve (15% minimum)*		
- CHDO Reservation – Project to be determined	\$76,389	
	SUBTOTAL:	\$76,389
Tenant Based Rental Assistance (TBRA)	\$150,000	
	SUBTOTAL:	\$150,000
Administration (10% Maximum)		
- FY 2023-2024 HOME Program Administration	\$50,926	
	SUBTOTAL:	\$50,926
	TOTAL:	\$549,260
*Required by HUD		

Noticing Requirements and Public Comment

As required by HUD, a notice was published in local newspapers in Spanish and English on April 1, 2023, inviting the public to review and comment on the draft 2023-2024 Annual Action Plan. The comment period began April 2, 2023 and concludes on May 2, 2023. The notice also announced the May 2, 2023 City Council public hearing. At the time of this report, no comments had been received.

POTENTIAL PROGRAM CHANGES

Each year, staff continually evaluates the effectiveness of our housing assistance programs, including those funded by CDBG and HOME dollars. Staff believes that making a few enhancements to the City's TBRA program and the Single-Family Housing Rehabilitation program (described below) could increase the number of residents these programs are able to serve. Staff is seeking direction regarding the City Council's interest further evaluating the below described program changes.

TBRA Program- Mobile Homes

Recently, it was brought to staff's attention that Mobile Home residents are not eligible for City rental assistance programs because they are not considered "renters". Most mobile home park residents own their housing units as an asset, but rent the land upon which the mobile home sits. Originally, the TBRA program was focused on the City's most vulnerable populations (i.e. renters who likely don't have assets or other housing options and are therefore more susceptible to eviction if they are unable to pay rent). However, if desired, staff could evaluate and potentially modify the TBRA program guidelines to allow for mobile home park space rent to be eligible for rental assistance under the City's TBRA program and/or other rental assistance programs. If this change were made, the pool of applicants for TBRA and/or other rental assistance funds would likely increase, exhaust available

funds more quickly, and could warrant allocation of additional funds in the future.

Single Family Rehabilitation Grant and Loan Program

In practice, many Costa Mesa residents are connected to the City's HOME-funded Single-Family Residential grant and loan program through our Community Improvement staff who are investigating complaints regarding deferred maintenance and potential housing safety issues. Recently, staff have noted that many of these cases are not eligible for HOME grants or loans primarily because of the HOME requirement that rehabilitated property value after rehabilitation cannot exceed 95 percent of the HUD median purchase price (\$1,026,000). Because single-family home prices are high in the current market, many single-family homes needing repairs or maintenance are not eligible because of the home's value despite the fact that the occupants of those homes are eligible low- to very-low income households and may not have available funds to complete home repairs. Staff believe this is the main reason that the City's current rehabilitation program serves primarily mobile homes.

In contrast, CDBG funds do not have a "rehabilitated property value" requirement. Therefore, as an option to expand the pool of Costa Mesa residents eligible for this program, staff could evaluate funding this program with a combination of CDBG and HOME funds, or other applicable grant funds. Allocating different funding sources to this program may require an amendment to the City's Five-Year Consolidated Plan (the plan only identifies HOME funds for this program).

It should be noted that since both HOME and CDBG funds are limited, allocating additional funding amounts to the Single-family Rehabilitation grant and loan program may ultimately result in reduced funding amounts allocated to other HOME- and CDBG-funded activities.

ALTERNATIVES:

The City Council can choose not to fund the proposed activities recommended by staff and allocate CDBG or HOME funds to other eligible activities. The City Council can also direct staff to not submit the Action Plan; however, if the City does not submit the Action Plan, HOME funds will most likely be returned to the U.S. Treasury, and the City's CDBG funds will be distributed proportionally among other Orange County jurisdictions that receive CDBG funds.

FISCAL REVIEW:

This action does not have a fiscal impact to the General Fund. For FY 2023-24 the City receives an annual allocation of \$1,010,506 in CDBG funds and \$509,260 in HOME funds to fund the programs outlined above.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

The draft 2023-2024 Annual Action Plan has been prepared according to HUD regulations and outlines how the City will utilize FY 2023-2024 CDBG and HOME funds to meet federal objectives and the goals of the City's adopted five-year Consolidated Plan. Staff recommends that the City Council adopt the FY 2023-24 Annual Action Plan and authorize its submittal to HUD.

In addition, staff is seeking Council direction regarding the potential future amendments to the City's TBRA and Single-Family Rehabilitation Programs as described in this report. If the City Council directs staff to evaluate these programs, staff will return with more specific funding recommendations and an amendment to the approved FY 2023-24 Annual Action Plan and the City's Five-Year Consolidated Plan (if required).

RESOLUTION NO. 2023-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING AND AUTHORIZING SUBMISSION OF THE 2023-2024 ANNUAL ACTION PLAN FOR THE APPLICATION AND EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ACT FUNDS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

WHEREAS, the City of Costa Mesa participates in the United States Department of Housing and Urban Development's ("HUD") Community Development Block Grant (CDBG) Program and also participates in HUD's Home Investment Partnerships Program (HOME); and

WHEREAS, in order to receive annual allocations from these HUD programs, the City is required to prepare a five-year strategic plan outlining the use of the grants and strategic vision for affordable housing and community development in the City known as the Consolidated Plan; and

WHEREAS, the City's current Consolidated Plan, was adopted on May 19, 2020, and will expire on June 30, 2025; and

WHEREAS, the federal regulations (Title 24 Code of Federal Regulations Part 91) delineate the required content of the Consolidated Plan, including an annual application and expenditure plan for CDBG and HOME funds, known as the Annual Action Plan; and

WHEREAS, the City is eligible to receive \$1,010,506 in 2023-2024 CDBG funds, which can be used for social service grants, housing rehabilitation, public facilities and administration, and is also eligible to receive \$509,260 in 2023-2024 HOME funds, which can be used for housing and administration as set forth in the 2023-2024 Annual Action Plan (Exhibit A); and

WHEREAS, the City made the 2023-2024 Annual Action Plan available for the required 30-day public review period between April 2, 2023 and May 2, 2023; and

WHEREAS, the City has published a notice of a public hearing for the 2023-2024 Annual Action Plan in English and Spanish; and

WHEREAS, in the 2023-2024 Annual Action Plan, the City has considered all public comments which have been received either in writing or at the public hearing.

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

SECTION 1. The City Council hereby approves the 2023-2024 Annual Action Plan, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The City Council hereby authorizes the City Manager, or the City Manager's designee, to submit the 2023-2024 Annual Action Plan to HUD and execute all certifications and assurances contained therein to approve minor changes and provide additional information as may be required.

SECTION 3. The City Council hereby designates the City Manager, or the City Manager's designee, as the City's official representative to administer the programs and execute and submit all required agreements, certifications, and documents required by HUD. The City Council further authorizes the City Manager, or City Manager's designee, to execute all subrecipient agreements with the nonprofit organizations receiving allocations of CDBG funds approved in the 2023-2024 Annual Action Plan.

PASSED AND ADOPTED this 2nd day of May 2023.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.

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 2nd day of May 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 3rd day of May 2023.

Brenda Green, City Clerk

2023-2024 PUBLIC SERVICE GRANT APPLICATION SUMMARIES

HOMELESS SERVICES	
City Net – Street Outreach	
Proposed Service:	Street outreach and support services for individuals experiencing homelessness
Amount Requested:	\$20,000 for client services
CM Residents to be Assisted:	150
Committee Recommendation:	\$0 (Avg rating 87.0 out of 100 pts / 3 rd out of 11 applications)
Families Forward – Housing Program	
Proposed Service:	The program will provide housing and support services for homeless Costa Mesa families with children
Amount Requested:	\$30,000 for program staff
CM Residents to be Assisted:	44
Committee Recommendation:	\$15,000 (Avg rating 82.5 out of 100 pts / 5 th out of 11 applications)
Mercy House – Costa Mesa Bridge Shelter	
Proposed Service:	Costa Mesa Bridge Shelter provides short-term shelter, supportive and housing navigation services for homeless individuals
Amount Requested:	\$25,000 for security services
CM Residents to be Assisted:	170
Committee Recommendation:	\$15,000 (Avg rating 90.3 out of 100 pts / 1 st out of 11 applications)
SENIOR SERVICES	
City of Costa Mesa – Senior Social Services	
Proposed Service:	Counseling and referral services for seniors provided by social worker at the Costa Mesa Senior Center
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	250
Committee Recommendation:	\$30,000 (Unrated – City Program)
Community SeniorServ – Meals on Wheels	
Proposed Service:	This senior meal program will provide home-delivered meals and quick assessment for homebound seniors to ensure health and safety
Amount Requested:	\$20,000 for raw food costs
CM Residents to be Assisted:	30
Committee Recommendation:	\$15,000 (Avg rating 72.7 out of 100 / 10 th out of 11 applications)
Community SeniorServ – Lunch Café	
Proposed Service:	The program provides seniors with hot lunch 5 days per week at the Costa Mesa Senior Center. Using a “grab-n-go” program model during COVID-19 required closure of the Senior Center.
Amount Requested:	\$20,000 for raw food costs
CM Residents to be Assisted:	130
Committee Recommendation:	\$20,000 (Avg rating 84.2 out of 100 / 4 th out of 11 applications)
Dance 4 Joy Ministries	
Proposed Service:	Elderly Inclusion - Dance performance & dance classes at elder care facilities
Amount Requested:	\$15,000
CM Residents to be Assisted:	240
Committee Recommendation:	\$0 (Avg rating 74.8 out of 100 / 9 th out of 11 applications)

Trellis International – Labors of Love	
Proposed Service:	Will collectively identify neighbors in need in order to help them with manual labor projects.
Amount Requested:	\$30,000
CM Residents to be Assisted:	30
Committee Recommendation:	\$15,000 (Avg rating 82 out of 100 / 6 th out of 11 applications)
YOUTH SERVICES	
Project Hope Alliance – In—Place Case Management for Homeless CM Students	
Proposed Service:	Wrap-around services for NMUSD students experiencing homelessness. Funds will be used to provide one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, basic needs support like food.
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	120
Committee Recommendation:	\$25,000 (Avg rating 92.2 out of 100 / 2 nd out of 11 applications)
Stand UP for Kids	
Proposed Service:	Program provides pre-employment counseling, mock interview skills training, job counseling, and job referrals for youth.
Amount Requested:	\$25,000 for program staff salaries
CM Residents to be Assisted:	400
Committee Recommendation:	\$15,000 (Avg rating 78.2 out of 100 / 8 th out of 11 applications)
Youth Employment Services (YES) – Comprehensive Youth Job Readiness Program	
Proposed Service:	Program provides pre-employment counseling, mock interview skills training, job counseling, and job referrals for youth.
Amount Requested:	\$25,000 for program staff salaries
CM Residents to be Assisted:	400
Committee Recommendation:	\$16,575 (Avg rating 85.8 out of 100 / 7 th out of 11 applications)
LOW- AND MODERATE-INCOME SERVICES	
Fair Housing Foundation – Fair Housing Program (HUD-Required – Paid out of Admin)	
Proposed Service:	Program will provide fair housing education, counseling and enforcement services in compliance with federal program regulations
Amount Requested:	\$20,000 for program staff salaries and related program and admin costs
CM Residents to be Assisted:	186
Committee Recommendation:	\$20,000
	\$20,000
South County Outreach	
Proposed Service:	Hunger and Homeless Prevention including rental and utility assistance
Amount Requested:	\$19,000 for program staff salaries and rent/utility assistance
CM Residents to be Assisted:	115
Committee Recommendation:	\$0 (Avg rating 71.2 out of 100 / 11 th out of 11 applications)

2023-2024 CDBG PUBLIC SERVICE GRANT

Housing & Public Service Grant Committee Recommendations

<u>Applicant</u>	<u>Amount Requested</u>	<u>Population to Serve</u>	<u>Avg</u>	<u>Current Yr Grant</u>	<u>Funding Recommendation</u>
Mercy House Bridge Shelter	\$ 25,000	Homeless	90.3	\$ 13,962	\$ -
Project Hope Alliance	\$ 30,000	Youth	89.5	\$ 27,924	\$ 25,000
City Net	\$ 20,000	Homeless	87.0	NA	\$ -
Community SeniorServ-Lunch Café	\$ 20,000	Seniors	84.2	\$ 13,962	\$ 20,000
Families Forward	\$ 30,000	Homeless	82.5	\$ 23,270	\$ 15,000
Trellis International	\$ 30,000	Seniors	82.0	\$ 13,962	\$ 15,000
Youth Employment Services	\$ 25,000	Youth	80.7	\$ 23,270	\$ 16,575
StandUP for Kids OC	\$ 30,000	Youth	78.2	NA	\$ 15,000
South County Outreach	\$ 19,000	Low/Mod	71.2	NA	\$ -
Dance 4 Joy Ministries	\$ 15,000	Seniors	74.8	NA	\$ -
Community SeniorServ-Home Delivery	\$ 20,000	Seniors	72.7	\$ 13,962	\$ 15,000
Total Requested:	\$ 264,000			Total Recommended	\$ 121,575
Total Available:	\$ 121,575			Total Available:	\$ 121,575
Amount Under/(Over)	\$ (142,425)			Amount Under/(Over)	\$ -
Fair Housing Foundation	\$ 20,000	Low/Mod	0	\$ 20,000	\$ 20,000
Total Requested:	\$ 20,000			Total Recommended	\$ 20,000
Total Available:	\$ 20,000			Total Available:	\$ 20,000
Amount Under/(Over)	\$ -			Amount Under/(Over)	\$ -
* Fair Housing Required by HUD					
all scores reflect 5 points added after 3/15/23 for those nonprofits who presented					

CDBG 3-Year Funding History

ORGANIZATION NAME	2019-2020				2020-2021				2021-2022				2022-2023 (first six months of program)			
	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served
Senior Citizen Services																
Community SeniorServe-Congregate Meals**	\$20,775	\$20,775	250	435	\$35,400	\$35,400	180	357	\$15,000	\$15,000	150	357	\$13,962	\$6,981	140	151
Community SeniorServe-Home Delivered Meals									\$15,000	\$15,000	35	50	\$13,962	\$6,981	30	9
Dance 4 Joy Ministries	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trellis - Labors of Love	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$13,962	3,367	28	18
Youth Services																
Project Hope Alliance	NA	NA	NA	NA	\$162,382	CDBG-CV	CDBG-CV	CDBG-CV	\$20,000	\$20,000	25	42	\$27,924	\$27,924	30	11
StandUp for Kids	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Youth Employment Services	\$15,180	\$15,180	250	271	\$25,000	\$25,000	300	236	\$20,000	\$20,000	300	474	\$23,270	\$9,499	300	194
Other Low-Income Services																
Fair Housing Foundation *	\$15,000	\$15,000	250	220	\$20,000	\$20,000	192	173	\$20,000	\$20,000	186	205	\$18,540	\$6,071	171	119
South County Outreach	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Homeless Services																
CityNet Homeless Outreach					\$192,000	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA
Families Forward Housing	\$14,385	\$14,385	26	28	\$35,000	\$35,000	26	31	\$35,000	\$10,088	26	15	\$23,270	\$9,740	24	4
Families Forward Homeless Prevention	NA	NA	NA	NA	\$55,000	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA
Mercy House Homelessness Prevention ++	\$13,000	\$12,849	8	9	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Mercy House Rapid Rehousing++	\$13,000	\$7,067	5	4	\$180,321	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA
Mercy House - Bridge Shelter	NA	NA	NA	NA	\$25,000	\$25,000	230	115	\$25,000	\$25,000	166	233	\$13,962	\$13,962	166	100
Trellis International - Homeless Outreach	NA	NA	NA	NA	\$90,382	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA	NA	NA	NA	NA



DRAFT

FY 2023-2024
Annual Action Plan

3/31/23

Contents

Executive Summary.....	3
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	3
PR-05 Lead & Responsible Agencies – 91.200(b).....	6
AP-10 Consultation – 91.100, 91.200(b), 91.215(l).....	7
AP-12 Participation – 91.105, 91.200(c)	15
Expected Resources	18
AP-15 Expected Resources – 91.220(c)(1,2)	18
Annual Goals and Objectives	22
Projects	24
AP-35 Projects – 91.220(d)	24
AP-38 Project Summary	24
AP-50 Geographic Distribution – 91.220(f).....	29
Affordable Housing	30
AP-55 Affordable Housing – 91.220(g)	30
AP-60 Public Housing – 91.220(h).....	31
AP-65 Homeless and Other Special Needs Activities – 91.220(i).....	32
AP-75 Barriers to affordable housing – 91.220(j)	35
AP-85 Other Actions – 91.220(k)	37
Program Specific Requirements.....	40

ATTACHMENTS

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Costa Mesa is a recipient of federal Community Development Block Grant (CDBG) and Home Investment Partnerships Grant (HOME) funds; these funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). As a recipient of CDBG and HOME funds, the City must prepare a five-year strategic plan known as the Consolidated Plan. The Consolidated Plan identifies and prioritizes housing and community needs and establishes five-year goals and objectives to address identified needs. The City's current Consolidated Plan was approved by the City Council on May 19, 2020 and covers Fiscal Year 2020-2021 through Fiscal Year 2024-2025.

The Annual Action Plan is the component of the Consolidated Plan that is revised annually. It links the goals and objectives identified in the City's 2020-2024 Consolidated Plan with the planned annual expenditure of CDBG and HOME funds over the next twelve months. The period covered by the 2023-2024 Annual Action Plan begins July 1, 2023, and ends June 30, 2024. The City refers to this time frame as a Fiscal Year (FY).

The City will receive an allocation of \$1,010,506 in CDBG funds and \$509,260 in HOME funds for FY 2023-2024. Additionally, \$78,797 in prior year uncommitted CDBG funds, a possible \$600,000 in re-programmed CDBG funds and \$40,000 in HOME Program Income (PI) funds are available for programming. Program income is generated by the repayment of prior funded housing rehabilitation loans and is available to fund eligible activities. The City will use CDBG resources to fund capital improvements (e.g., public facilities or street improvements), code enforcement, social services, and program administration. HOME resources will be used to fund owner-occupied housing rehabilitation, affordable rental housing (CHDO), Tenant Based Rental Assistance (TBRA) and program administration.

2. Summarize the objectives and outcomes identified in the Plan

Based on an analysis of housing and community needs, market analysis, and input from the community, the following five-year goals and priorities have been identified for implementation in the 2020-2024 Consolidated Plan:

- Goal 1: Housing Preservation - To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
- Goal 2: Infrastructure and Facility Improvements - To enhance the suitability of the living environment through improvements to public infrastructures and facilities

- Goal 3: Homeless Continuum of Care - To provide supportive services and housing assistance for those experiencing homelessness and near homelessness
- Goal 4: Public Social Service - To provide services for low- and moderate-income persons, and those with special needs, including fair housing services
- Goal 5: Program Administration - To provide administration of the CDBG and HOME programs, ensuring effective and delivery of programs and services and complying with all HUD program requirements

Activities funded with CDBG and HOME funds will address the goals and objectives identified in the City's Consolidated Plan.

3. Evaluation of past performance

FY 2022-2023 (the current fiscal year) is the third year of the City's 2020-2024 Consolidated Plan cycle; year-end program accomplishments are not available at this time; however, one-year accomplishment data for FY 2021-2022 is available. This information is provided in table format as **Attachment 1**.

4. Summary of Citizen Participation Process and consultation process

For the preparation of the 2023-2024 Annual Action Plan, the following opportunities for public participation were taken:

- Ad-hoc Housing and Public Services Grant Committee public meeting to receive input regarding public service needs and to prioritize funding for FY 2023-2024 public service grants (March 15, 2023)
- Public Notice – 30-day comment period and public hearing
- Public Hearing – City Council Public Hearing to receive additional public input and to approve the FY 2023-2024 Annual Action Plan (May 2, 2023).
- A Housing Affordability Survey was advertised via City social media outlets, at the Community Senior Center during grocery pick-up, in the Community Senior Center newsletter, through NHS Outreach workers and at the Fair Housing Workshop for Spanish Speakers held on on March 23rd, 2023.

Summary of public comments

See **Attachment 2**.

6. Summary of comments or views not accepted and the reasons for not accepting them

See **Attachment 2.**

7. Summary

The Action Plan serves to implement the Consolidated Plan objectives which were developed to address priority housing and community needs using federal resources (i.e., CDBG and HOME). The Annual Action Plan provides specific information regarding the resources and activities the City will utilize to address priority needs and specific objectives identified in the Consolidated Plan during the 12 month Action Plan period. The 2023-2024 Action Plan begins July 1, 2023, and ends June 30, 2024. The Annual Plan will also serve as the City's application to HUD for \$1,010,506 in CDBG and \$509,260 in HOME funds for FY 2023-2024.

The Action Plan is also the expenditure plan for HUD grant funds, prior year grant funds, and anticipated program income resources.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

CDBG Administrator	COSTA MESA	Housing & Community Dev/Development Services
HOME Administrator	COSTA MESA	Housing & Community Dev/Development Services

Table 1 – Responsible Agencies

Narrative (optional)

The City's Housing and Community Development (HCD) Division of the Development Services Department is primarily responsible for preparing the Consolidated Plan, Annual Action Plan, and for the administration of CDBG and HOME funds.

Consolidated Plan Public Contact Information

Mikelle Daily, Grant Administrator: 77 Fair Drive, Costa Mesa, CA 92628 (714) 754-5678 - mikelle.daily@costamesaca.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The Annual Action Plan preparation process requires jurisdictions to contact and consult with other public and private agencies and residents when developing respective plans. For the FY 2023-2024 Annual Action Plan, the City consulted with the public and private agencies listed below. Also listed below are the steps taken by the City to solicit the input of community residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Costa Mesa does not own or manage public housing. Similarly, the City does not administer the Housing Choice Voucher or Section 8 Certificate rental assistance programs, however, Costa Mesa has an executed MOU with the Orange County Housing Authority (OCHA) to participate in their Housing Choice Voucher (HCV) Set-Aside Program, which makes available HCV's only for participating jurisdictions. Rental assistance voucher/certificate programs are administered in the City of Costa Mesa by OCHA. The City is a member of the OCHA Cities Advisory Committee, which provides OCHA staff with direct input regarding program policies.

The City's Network for Homeless Solutions (NHS) is a task force comprised of representatives of various City departments, nonprofit service agencies, and representatives of faith-based service providers. The main focus of the NHS is to find workable solutions to address the needs of those experiencing and at-risk of homelessness, especially those with close ties to Costa Mesa. Additionally, the City works closely with other Orange County HUD-grantee communities to develop regional plans and share program management data. The City also has a strong partnership with local behavioral health providers like Share Our Selves (SOS) and College Hospital, who participate in the City's Network for Homeless Solutions and attend monthly NHS meetings.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Since 2014, the Network for Homeless Solutions (NHS) has directly addressed homeless issues in Costa Mesa. As outlined above, the NHS is a working group of City staff, representatives of service providers, and faith-based organizations. The NHS is focused on establishing direct links to services for the homeless, especially those with strong ties to Costa Mesa, facilitating access to services and housing options. The NHS also serves as a liaison to the business community and resident groups.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not a recipient of Emergency Solutions Grant (ESG) funds; therefore, it does not assist the OC CoC with determining ESG allocations, evaluating the outcomes, or developing policies and procedures for administering the regional Homeless Management Information System (HMIS).

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Orange County Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Phone Calls Email Correspondence Provided data regarding households receiving HUD rental assistance and regarding households on the waitlist for housing assistance
2	Agency/Group/Organization	City of Costa Mesa
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Survey Conference Calls In Person Meetings Zoom Meetings Email Correspondence</p> <p>Various City departments, commissions, Housing & Public Service Grants committee and City Council provided a variety of data and information. Also played a key role in identifying priorities and the allocation of HUD funds</p>
3	Agency/Group/Organization	City of Santa Ana
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Housing Community Development Strategy
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Phone Calls Email Correspondence</p> <p>This consultation provided the stakeholder an opportunity to actively participate in the planning effort. The City requested input concerning the topics highlighted above from this stakeholder</p>
4	Agency/Group/Organization	City of Garden Grove
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Housing Community Development Strategy
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Phone Calls Email Correspondence</p> <p>This consultation provided the stakeholder an opportunity to actively participate in the planning effort. The City requested input concerning the topics highlighted above from this stakeholder</p>

5	Agency/Group/Organization	Fair Housing Foundation
	Agency/Group/Organization Type	Service-Fair Housing; Nonprofit
	What section of the Plan was addressed by Consultation?	Impediments to Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In Person Meetings/Workshops Phone Calls Quarterly Reporting Provided data regarding fair housing issues in the community and input regarding impediments to fair housing, and assisted in developing action steps to address impediments to fair housing
6	Agency/Group/Organization	Mercy House Transitional Living Centers
	Agency/Group/Organization Type	Services-homeless; Nonprofit
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Zoom Meetings Phone Calls Quarterly Reporting Agency runs the City shelter and helped identify needs and provided input regarding the those experiencing homelessness and those at risk of becoming homeless
7	Agency/Group/Organization	Families Forward
	Agency/Group/Organization Type	Services-homeless; Nonprofit
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Zoom Meetings Email Correspondence Monthly & Quarterly Reporting Agency helped identify needs and assisted with the implementation of the City's homeless service/housing strategy with a focus on families with children experiencing homelessness

8	Agency/Group/Organization	Project Hope Alliance
	Agency/Group/Organization Type	Services-Children; Nonprofit
	What section of the Plan was addressed by Consultation?	Youth Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In Person Meetings Email Correspondence Quarterly Reporting Agency helped identify the needs of school-age children and provided input on the gaps in services for McKinney Vento youth and their families
9	Agency/Group/Organization	Trellis
	Agency/Group/Organization Type	Services - Elderly Persons; At-risk of Homelessness; Nonprofit
	What section of the Plan was addressed by Consultation?	Senior Services; At-Risk Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In Person Meetings Email Correspondence Quarterly Reporting Agency helped identify needs and provided input regarding the City's seniors and low-income residents, specifically low-income tenants
10	Agency/Group/Organization	Youth Employment Services
	Agency/Group/Organization Type	Services-Employment; Nonprofit
	What section of the Plan was addressed by Consultation?	Economic Development Youth Services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In Person Meetings Email Correspondence Quarterly Reporting Agency helped identify needs and provided input regarding the City's youth, specifically employment needs/opportunities for youth age 16 to 24

11	Agency/Group/Organization	Community SeniorServ, Inc.
	Agency/Group/Organization Type	Services-Elderly Persons; Nonprofit
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In Person Meetings Survey Email Correspondence Monthly & Quarterly Reporting Agency helped identify needs and provided input regarding the City's special needs populations, specifically seniors and frail elderly

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City made an effort to have an open consultation process. No agency/service type was knowingly excluded from the process.

Any agency or organization that was not consulted and would like to be included in the City's list of stakeholders, the agency or organization may contact the Development Services Department, Housing and Community Development Division at 714-754-5678 or at hcd@costamesaca.gov.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County 211	Provides regional and local point in time homeless survey data, development of the regional 10-Year Plan to End Homelessness, and development of the regional Discharge Plan
City of Costa Mesa Housing Element	City of Costa Mesa	Provides housing priorities and program goals
City of Costa Mesa Capital Improvement Plan	City of Costa Mesa	Identifies priority capital improvement projects which may be CDBG-eligible
5-Yr. & 1-Yr. PHA Plan	Orange County Housing Authority	Identifies OCHA resources to address the housing needs of lower-income renter householders in the County and City
Analysis of Impediments to Fair Housing	Orange County HUD Grantee Cities and the County of Orange	Countywide document that identifies fair housing impediments within participating cities and outlines a plan to address fair housing issues

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City has a monthly NHS meeting with City staff, representatives of service providers and nonprofit organizations, faith-based organizations and formerly homeless residents to discuss the City's need, approach and strategy for outreach and support of individuals experiencing or at-risk of homelessness. The Housing & Community Development Division works with subrecipients of CDBG and HOME funds to ensure a coordinated effort among service agencies in the City to address the needs of Costa Mesa residents, including chronically homeless individuals, at-risk families with children, seniors, veterans, unaccompanied youth, and persons who were recently homeless, but now live in permanent housing.

To promote economic opportunities for low-income residents, the City partners with subrecipient nonprofit organizations providing career planning and job training for at-risk youth. Additionally, the City ensures that information is disseminated through appropriate channels to connect job opportunities for low-income individuals with HUD-assisted projects consistent with the objectives of Section 3 of the Housing and Community Development Act of 1968.

DRAFT

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Costa Mesa's Housing and Public Service Grants Ad Hoc Committee meets twice a year with further meetings scheduled on an as-needed basis to help promote community understanding of the activities funded by the U.S. Housing and Urban Development Department (HUD) and Community Development Block Grants (CDBG) with a focus on social service grants. Every March, members of the Committee hear presentations from several nonprofit organizations to determine which will receive CDBG funds in the upcoming fiscal year. Their recommendations are then presented to the City Council. During the March meeting, nonprofit organizations provide information about the services they provide and the gaps in services that exist for Costa Mesa low-income residents and those experiencing homelessness in Costa Mesa. The Housing and Public Service Grants Committee meeting is a public meeting where citizen participation is encouraged during public comment. Members of the public have a second opportunity to participate in the planning process during the Public Hearing at City Council or by providing comment on the posted Draft Annual Action Plan during the 30-day comment period prior to the Public Hearing. Efforts made to broaden citizen participation this year included three Public Hearings held for the HOME-ARP allocation plan, which informed the goal-setting for the Annual Action Plan, a Fair Housing workshop presented in Spanish and promoted by local community leaders, and a survey on rental housing affordability in the City.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Housing and Public Services Grant Committee - 5 committee members in attendance, discussed priority public service needs (3/15/23)	11 representatives of nonprofit organizations spoke in support of grant applications submitted for CDBG funding	None	NA
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	30-day public comment period (4/2/23-5/2/23)	TBD	NA	NA
3	Public Hearing	Non-targeted/broad community	5/2/23 Regular City Council Meeting	TBD	NA	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach and flyers distributed	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	39 surveys received to date	TBD	NA	https://www.surveymonkey.com/r/JN3QZ7B https://www.surveymonkey.com/r/HVS9MHR

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will receive an allocation of \$1,010,737 in CDBG funds and \$509,260 in HOME funds for FY 2023-2024. Additionally, \$78,797 in prior year uncommitted CDBG funds, a possible \$600,000 in re-programmed CDBG funds and \$40,000 in HOME Program Income (PI) funds are available for programming. The possible \$600,000 in re-programmed CDBG funds would be a reallocation of funds from the Westside Residential Street Improvements Project as listed in the FY 2022-2023 Annual Action plan due to the potential for an alternative grant funding source to be identified during the Action Plan preparation process. If re-programmed, the funds would be allocated toward Infrastructure and Facility Improvements consistent with the Consolidated Plan. Eligible improvements include:

- Public Facilities
 - o accessibility & facility improvements
- Park Facility Improvements
 - o Park improvements – various parks in CDBG eligible areas; equipment replacement, fencing, signage, trail restoration
 - o Park expansion/development – various parks in CDBG eligible areas; master plan updates; management and restoration plans
- Homeless Shelter Improvements
- Community Center Improvements
- Fire station Improvements
- Library Improvements
- Other public facilities that serve special needs populations

The activity (facility improvement) will be listed in the final Annual Action Plan following the public comment period and the City Council Public Hearing. The final Annual Action Plan will be submitted to HUD. The City's application for funds is in the federal Standard Form 424 (SF-424).

Fluctuations in CDBG and HOME funding make it difficult to estimate the amount available over the five years of the Consolidated Plan. Anticipated funds that may be available to implement the Consolidated Plan are remaining one-time CDBG-CV funds to prepare, prevent or

respond to the impacts of the Coronavirus; one-time HOME-ARP funds, Housing Authority (former redevelopment successor agency) funds, the general fund for the homeless shelter, and housing voucher/certificate resources via OCHA.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,010,737	0	\$678,797	\$1,689,303	1,000,000	Remainder estimate is based on an annual allocation of \$1,000,000.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$509,260	\$40,000		\$549,260	500,000	Remainder estimate is based on an annual allocation of \$500,000.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

For the foreseeable future, the City will continue to allocate General Fund and the local Housing Authority (as the City's Successor Agency) resources for homeless services. Additionally, the City has a partnership with Newport Beach to support the ongoing operations of the Bridge Shelter that was previously vacant warehouse in 2019. Primarily CDBG funding was used for the rehabilitation of the warehouse in 2019.

The City also has a small CalHome owner-occupied housing rehabilitation loan program. CalHome-funded rehab loans are leveraged with HOME funds, which provides a source of match for the City's HOME program. If available, the City will use CalHome to fund rehab loans during FY 2023-2024. The CDBG program does not have a match requirement.

Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG and HOME funds to leverage appropriate state, local and private resources. An example of such a project is the Motel 6 Housing Project, a conversion from a 94 guest room motel into 88 units of permanent affordable housing for veterans, senior citizens and other individuals previously experiencing homelessness. The project includes State funding from the California Department of Housing and Community Development (HCD) Homekey Program, VASH Vouchers and LMIHAF funds from OCHA, MHSA funds from Orange County, and American Rescue Plan Act (ARPA) funds from the City in addition to City HOME funding. The City closed on financing for this 88-unit Permanent Supportive Housing Project during FY 2022-2023. This project and similar projects provide additional sources of match for the City's HOME program.

The final Action Plan containing the final adjusted funding allocations per City Council on May 2, 2023 to projects and activities will be posted at [Housing and Community Development | City of Costa Mesa \(costamesaca.gov\)](https://www.costamesa.gov/housing-and-community-development)

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Costa Mesa is considered a built-out community with little vacant land available for new development. The City has begun to recycle land to accommodate growth. The City's Housing Element identifies City-owned and State-owned properties, and considers various options for the sites. Development opportunities are identified in the Housing Element. The most recent Housing Element covers years 2021 through 2029 and includes updates to the development opportunities to address the needs identified in the Consolidated Plan. For example, the Housing Element

identifies the City's Senior Center property as a potential opportunity for redevelopment to accommodate affordable housing units including for seniors. In addition, the Housing Element identifies the State's Fairview Developmental Center site as a potential housing opportunity site. In December 2022, an agreement between the City and the State was signed which provided \$3.5 Million in State funds to the City for land use planning and zoning at the Fairview Developmental site focused on accommodating housing for households at all income levels, including permanent supportive housing.

In 2019, the City utilized over \$6,000,000 in non-HUD funds to purchase a property that has been rehabilitated to provide 50 to 100 emergency shelter beds for adult men and women experiencing homelessness. The addition of these shelter beds help address priority needs identified in the City's Consolidated Plan.

Discussion

Funding resources to implement the City's 2023-2024 Annual Action Plan are limited. For FY 2023-2024, the City will receive an allocation of \$1,010,737 in CDBG funds and \$509,260 in HOME funds. Prior year funds for CDBG and HOME are also available. HOME housing rehabilitation loan repayments have provided the City with additional funding in the past; however, this source of revenue is susceptible to the fluctuations of the economy and is unpredictable.

The City will continue to support OCHA's efforts to secure new rental assistance resources and provide HOME funded tenant based rental assistance as long as funding is available. For the foreseeable future the City will continue to support homeless service programs serving individuals with strong ties to Costa Mesa with local funds. City, State and funds from Newport Beach will be used to operate the homeless shelter.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Preservation	2020	2024	Affordable Housing	Citywide	Housing Preservation	HOME: \$337,104 CDBG: \$410,000	Homeowner Housing Rehabilitated: 11 Housing Units Housing Code Enforcement/Foreclosed Property Care: 200 Housing Units Rental unit acquisition/ rehabilitated: 1 Household Housing Unit
2	Infrastructure and Facility Improvements	2020	2024	Non-Housing Community Development	Citywide CDBG Eligible Areas	Public Facilities and Infrastructure	CDBG: \$925,627	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5,000 Persons Assisted
3	Homeless Continuum of Care	2020	2024	Homeless	Citywide	Homeless Services and Housing	HOME: \$150,000 CDBG: \$15,000	Tenant Based Rental Assistance: 5 Households Homeless service activities as Public Services: 44 Persons Assisted Homeless Persons Overnight Shelter: 0 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Social Services	2020	2024	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$136,575	Public service activities other than Low/Moderate Income Housing Benefit including Fair Housing: 800 Persons Assisted
5	Program Administration	2020	2024	Program Administration	Citywide	Program Administration	CDBG: \$202,101 HOME: \$50,926	N/A

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Preservation
	Goal Description	To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
2	Goal Name	Infrastructure and Facility Improvements
	Goal Description	To enhance the suitability of the living environment through improvements to public infrastructures and facilities
3	Goal Name	Homeless Continuum of Care
	Goal Description	To provide supportive services and housing assistance for the homeless and near homeless
4	Goal Name	Public Social Services
	Goal Description	To provide services for low- and moderate-income persons and those with special needs
5	Goal Name	Program Administration
	Goal Description	To provide administration of the CDBG and HOME programs, including fair housing services and ensuring effective and efficient delivery of programs and services and complying with all HUD program requirements

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	CDBG Administration
2	CDBG Fair Housing
3	CDBG Housing Rehabilitation Administration
4	CDBG Public Services
5	CDBG Special Housing Code Enforcement
6	CDBG Capital Improvement Projects
7	HOME Administration
8	HOME Affordable Housing (CHDO)
9	HOME Housing Rehabilitation
10	HOME TBRA

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City recognizes that special needs populations (i.e., seniors, disabled, and households with extremely low-income) are more likely at risk to become homeless because they have limited incomes and have other issues that require housing and supportive services; therefore, the City considers services for those already homeless a high need to merit funding. The City is allocating 100 percent of its non-administrative CDBG and HOME funds for FY 2023-2024 to projects and activities that benefit low- and moderate- income people throughout the City.

The primary obstacles to meeting the underserved needs of low- and moderate- income residents include a lack of funding from federal, state and local sources, and the high cost of housing combined with the low vacancy rate in Costa Mesa and throughout Orange County.

AP-38 Project Summary

Project Summary Information

1	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$182,101
	Description	CDBG Program oversight
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	Program oversight and coordination
2	Project Name	CDBG Fair Housing
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	Fair housing outreach, education and enforcement services
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	186 individuals
	Location Description	Citywide
	Planned Activities	Community outreach, education, and enforcement of fair housing laws
3	Project Name	CDBG Housing Rehabilitation Administration
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	CDBG: \$50,000
	Description	CDBG funds staff costs associated with the direct delivery of owner-occupied housing rehabilitation loans and grants
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	N/A – The number of households to be assisted is accounted for under the HOME program – this activity is to pay for a portion of the administrative expenses associated with the HOME-funded Housing Rehabilitation Program
	Location Description	Citywide
	Planned Activities	Staff costs associated with the delivery of housing rehabilitation loans and grants

4	Project Name	CDBG Public Services
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	\$151,575
	Description	Provide public services designed to affirmatively further fair housing choice and provide youth, seniors and low-income families with services such as food, case management, educational and employment activities. Provide public services for with special needs and services for seniors so elderly residents can live as independently as possible.
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	800 individuals
	Location Description	Citywide
	Planned Activities	Public Services (City Program and Nonprofits providing public services to be listed here after Council approval in the final draft of the Annual Action Plan)
5	Project Name	CDBG Special Housing Code Enforcement
	Target Area	CDBG Eligible Areas
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	CDBG: \$360,000
	Description	Enforcement of housing and building codes and connecting residents with housing-related resources
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	200 housing units
	Location Description	77 Fair Drive, Costa Mesa, CA – City Hall

6	Project Name	CDBG Capital Improvements Project
	Target Area	CDBG Target Area
	Goals Supported	Infrastructure and facility Improvements
	Needs Addressed	Improve public facilities and infrastructure
	Funding	\$925,627
	Description	Improve public facilities and infrastructure to benefit low- and moderate- income residents or those presumed under HUD regulations to be low- and moderate- income such as the elderly and disabled adults. This includes facilities owned and operated by the City of Costa Mesa that are open and available to residents as well as facilities owned and operated by nonprofit organizations serving the public that are open to the public during normal business hours.
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	Citywide
	Planned Activities	Rehabilitation of public facilities and/or infrastructure. Project TBD in final Annual Action Plan Eligible planned projects are listed in the 2020-2024 Consolidated Plan
7	Project Name	HOME Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$50,926
	Description	HOME funds for program oversight and coordination
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	HOME Program oversight and coordination

8	Project Name	HOME Affordable Housing (CHDO)
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	HOME: \$76,389
	Description	HOME-CHDO funds reserved for eligible housing project (to be determined)
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	1 housing unit – Goal entered for data input purposes only
	Location Description	TBD
	Planned Activities	TBD
9	Project Name	HOME Housing Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	HOME: \$271,945
	Description	HOME funds for owner-occupied housing rehabilitation loans and grants.
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	11 low- and moderate- income homeowners (1 loan and 10 grants)
	Location Description	Citywide
	Planned Activities	Housing rehabilitation loans and grants to address deferred property improvements and building code deficiencies
10	Program Name	HOME Tenant Based Rental Assistance (TBRA)
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	HOME: \$150,000
	Description	The City will use HOME funds for tenant based rental assistance to assist low-income residents with rental assistance to make renting more affordable.
	Target Date	6/30/24
	Estimate the number and type of families that will benefit from the proposed activities	5 households
	Location Description	Citywide
	Planned Activities	HOME funds will be used to provide tenant-based rental subsidies.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Citywide	68
CDBG Eligible Areas	32

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

HUD funding will primarily be allocated on a citywide basis as the City's primary intent is to serve eligible Costa Mesa households in need of housing and services regardless of where they live. As the City's CDBG-eligible areas tend to be older sections of the City, area-wide activities will help to improve and sustain these neighborhoods and encourage property owners to also invest in their properties.

Discussion

As indicated above, CDBG and HOME funds will be focused on programs that serve eligible residents regardless of where they live. It is also expected that the City's investment in neighborhoods will create a synergy whereby other property owners will also invest in their homes and community.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During FY 2023-2024, proposed activities to be funded with CDBG and HOME funds will meet the housing needs of the following households

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	11
Special-Needs	0
Total	15

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	5
The Production of New Units	0
Rehab of Existing Units	11
Acquisition of Existing Units	0
Total	16

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City will focus FY 2023-2024 HOME funds on the rehabilitation of existing owner-occupied housing units, TBRA and affordable housing. While not the program's primary focus, some special-needs households (seniors and disabled) may be assisted during the year via the City's Housing Rehabilitation Program.

Since 2020, the City has allocated nearly \$1.8M to provide rapid rehousing and homelessness prevention services through City-wide rental assistance programs. It is anticipated that OCHA will continue to provide rental assistance to approximately 570 Costa Mesa renter households during FY 2023-2024.

In an effort to preserve and increase affordable housing opportunities for lower income households, the City solicited applications in FY 2022-2023 for funding and/or selecting developers by issuing a Request for Proposal (RFP) for the development of permanent affordable rental housing in the City using HOME Program funds. The RFP included program income and prior year uncommitted HOME program funds. The City recently closed financing on an 88-unit Permanent Supportive Housing project and is worked with another developer to complete an 8-unit affordable housing project for households with minor children using a separate funding source.

FY 2023-2024 HOME CHDO funds are included in the Annual Action Plan for Affordable Housing projects; however, no specific project has been identified at this time.

AP-60 Public Housing – 91.220(h)

Introduction

Costa Mesa does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As outlined in the 2020-2024 Consolidated Plan, the City's homeless strategy is to support programs that prevent homelessness by providing safety net services. These programs will help households, especially extremely low-income households, maximize the amount of income they have available for housing. Additionally, both HUD and City resources will be allocated to provide access to a continuum of services and housing to assist those experiencing homelessness and with strong ties to the community.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Costa Mesa Network for Homeless Solutions (NHS) is an eight person team of outreach workers who meet people where they are to forge genuine relationships, get people connected to services, and, ultimately, facilitate their transition into permanent housing. Partnering agencies are CityNet, PATH (Orange County North and Central Service Planning Area (SPA) contracted outreach provider, Save Our Selves (SOS), Lighthouse Church, Mercy House, Trellis, Chrysalis, Project Hope Alliance, Meals on Wheels OC, Families Forward, Serving People In Need (SPIN), and Someone Cares Soup Kitchen. The City has been and continues to use one-time CDBG-CV funds to respond to the increased outreach needs of those experiencing or at-risk of homelessness due to the impacts of the Coronavirus pandemic.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City owns and operates a 70-bed emergency shelter. The facility is funded in partnership with the City of Newport Beach. Mercy House, a nonprofit organization, is the Shelter Operator and Bracken's Kitchen, a nonprofit organization, operates the full-service commercial kitchen. Shelter partners are Mercy House, Bracken's Kitchen, Trellis, Orange County Housing Authority (OCHA), Santa Ana Housing Authority (SAHA), Anaheim Housing Authority (AHA) and Garden Grove Housing Authority (GGHA). The City utilized CDBG funds to repurpose a warehouse into the shelter facility in 2019 and CDBG public service funds have been applied to a portion of the security costs at the shelter. Since that time, the Bridge Shelter has assisted over 350 individuals with emergency shelter and associated services.

No FY 2023-2024 CDBG funding is allocated for transitional housing, however, CDBG funding is allocated for supportive services of families receiving transitional housing services through Families Forward.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Network for Homeless Solutions (NHS) includes an eight-person team of Outreach Workers, a 70-bed emergency shelter, and the provision of affordable/supportive housing. Each one of these components seeks to engage with those experiencing homelessness to ensure full access to all available resources and a smooth transition into permanent housing. This constant engagement shortens one's length of homelessness and ensures those that have secured permanent housing are able to thrive in their new environments. Since April 2019, the City of Costa Mesa has assisted 275 formerly homeless people to secure permanent housing. Additionally, the City utilizes HOME funds to provide tenant based rental assistance to low and very-low income households both experiencing and at-risk of homelessness.

The City is committed to increasing access to affordable housing units through advocacy for and development of affordable and supportive housing units. The City recently closed financing on an 88-unit Permanent Supportive Housing project and worked with another developer to complete an 8-unit affordable housing project for households with minor children. The City's COC partners include Mercy House, Families Forward, Illumination Foundation, Jamboree Housing, Trellis, CityNet, SPIN, Orange County Office of Care Coordination, Orange County Housing and Community Development, HUD, State HCD, and Orange County Housing Finance Trust.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will focus its resources on agencies that provide various safety-net services to prevent households from becoming homeless. The City will support programs that provide low-cost meals, counseling, and employment/job skills development services for lower-income individuals. Safety-net services allow households to save a portion of income previously spent on food, clothes, etc. and preserve their housing. Additionally, the City implemented a pilot TBRA program in 2021 and released an RFP 2023 to remove the "pilot" status from the program and continue to provide HOME funded rental assistance and/or security deposit assistance to low-income City residents that are severely rent burdened and at-risk of homelessness. The City has also used and continues to use (until funds are expended) CDBG-CV and ARPA funds to provide emergency rental assistance to low-income residents facing financial hardships as a result of the Coronavirus pandemic and its subsequent impact to the economy. Since 2020, the City has allocated

nearly \$1.8M to provide rapid rehousing and homelessness prevention services through City-wide rental assistance programs.

Discussion

The City has a well-developed strategy to address homelessness in the community. This strategy includes outreach and assessment services for homeless and chronic homeless individuals. Program staff will attempt to link individuals to appropriate housing, support services, and public assistance programs (e.g., VA benefits, SSI). To undertake this effort, the City partners with local nonprofit service providers and community-based volunteers. Based on assessments, individuals or households are referred to appropriate housing/service providers. City staff will coordinate the delivery of services and housing with providers to reduce the number of homeless individuals in the community. Both HUD and City funds will be used to carry out these activities, including outreach, emergency shelter, and the provision of affordable and supportive housing.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

A strategy to address barriers to affordable housing and actions to overcome these barriers is provided in the City's Housing Element and Consolidated Plan. The current Housing Element covers the eight-year planning cycle of 2021-2029 and provides updated strategies to address barriers to affordable housing since the completion of the consolidated planning process. The City will continue efforts to address these barriers, incorporating the updated strategies, during the 2023-2024 Program Year.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

According to the City's Housing Element, governmental agencies' actions or policies can impact the private sector's ability to provide adequate housing to meet consumer demands. Local governments exercise regulatory and approval powers that directly impact residential development within their respective jurisdiction. These powers establish the location, intensity, and type of units that may or may not be developed. The City's General Plan, zoning regulations, project review and approval procedures, development, and processing fees all play important roles in determining the cost and availability of housing opportunities in Costa Mesa.

- General Plan and Zoning: The Costa Mesa General Plan and Zoning Ordinance establish the location and amount of land allocated to residential development and the intensity of development (in terms of unit densities and the total number of units) that will be permitted. Densities and other development standards can affect the cost of developing housing and thus the ultimate cost.
- Local Entitlement Processing and Fees: Two aspects of local government that have been criticized as placing undue burdens on building affordable housing are the fees or other exactions required of developers to obtain project approval and the time delays caused by the review and approval process. Critics contend that lengthy review periods increase financial and carrying costs and that fees and exactions increase expenses. These costs are typically passed onto the prospective homebuyer in the form of higher purchase prices or higher rents in the case of tenants.
- Processing Procedures: The time required to process a project varies tremendously from one project to another and is directly related to the size and complexity of the proposal and the number of actions or approvals needed to complete the process.
- Planning and Development Fees: The developer is required to pay certain fees for only the net increase of residential units on site. Fees, land dedications, or improvements are also required in public improvements (streets, sewers, and storm drains) to support the new development. Fees are based on the significance of the necessary public works improvements, thus vary from

project to project. While such costs are charged to the developer, most, if not all, additional costs are passed to the ultimate product consumer in the form of higher prices or rents. Various governmental agencies also charge fees depending on the service and the location of the project

- On/Off-Site Improvement Standards: Costs associated with site improvements are an important component of new residential development costs. Site improvement costs are applied to provide sanitary sewer and water service to a project, make necessary transportation improvements, and provide the infrastructure. The City may require the payment for various offsite improvements as part of project mitigation measures (e.g., payment toward an offsite traffic signal). The City's on- and off-site improvement requirements are typical for urban development in a highly developed community. While these improvements add to housing costs, they do not constrain housing development as these improvements are similarly required in all surrounding communities.

If available, subsidies may also be provided for qualified, affordable housing projects (e.g., HOME funds). There is no local tax.

Discussion:

The City's Housing Element outlines the City's plan to address barriers to affordable housing. The Consolidated Plan mirrors the Housing Element, which provides resources and incentives to developers willing to dedicate developed units for lower-income households.

AP-85 Other Actions – 91.220(k)

Introduction:

As outlined in the City's Consolidated Plan, the City will implement the following actions during FY 2023-2024 to address the "Other Actions" or sub-strategies identified in the Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

The City will allocate a portion of its CDBG and HOME funds for activities that address the housing and service needs of the elderly and lower-income households. Additionally, the City will encourage and support OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. OCHA reports that as of January 2023, 392 Costa Mesa households received rental housing assistance. (This total includes disabled households, elderly households, and families, among these populations are 11 homeless and 24 Veterans households). The City's housing rehabilitation program will also assist elderly homeowners in improving their residences to address specific household needs.

Actions planned to foster and maintain affordable housing

The City of Costa Mesa has identified the actions it will undertake during FY 2023-2024 to foster and maintain affordable housing. The Annual Action Plan identified programs such as Owner-Occupied Housing Rehabilitation assistance as the means to maintain and improve housing currently available to low- and moderate-income residents. By providing deferred payment loans and grants, lower-income households can rehabilitation their residence to meet basic housing quality standards and incur zero or minimal additional housing costs. An estimated 11 housing units will be assisted with HOME funds during FY 2023-2024. Additionally, the City has allocated HOME CHDO funds to accommodate a potential housing project. The City recently closed financing on an 88-unit Permanent Supportive Housing project and worked with another developer to complete an 8-unit affordable housing project for households with minor children.

Actions planned to reduce lead-based paint hazards

Based on past housing rehabilitation program statistics, only a small percentage of housing units rehabilitated with City resources contain lead-paint hazards. To ensure compliance with all current HUD lead-based paint regulations, all housing units constructed before 1978, which are rehabilitated with City resources, will be tested for lead-paint hazards. If needed, additional grant funds may be allocated to a project to ensure all lead-based hazards are mitigated.

Actions planned to reduce the number of poverty-level families

The City will assist programs and services that combat poverty. During FY 2023-2024, the City will fund

the following activities to support the implementation of this strategy:

- Implement housing programs (including housing rehabilitation assistance) for lower-income senior and disabled homeowners
- Support rental assistance programs provided by the OCHA for very low-income renters and provide tenant based rental assistance to residents who are severely housing burdened
- Support services for individuals presently housed but at risk of losing their residence. Also, assist those already homeless in need of shelter and continue coordinating services with nonprofit partners
- Support safety-net public services programs to improve the quality of life for seniors, youth, disabled, homeless, and other populations that may be severely impacted by the cost of living in the region

Actions planned to develop institutional structure

The City has made an effort to establish an institutional structure to help identify and access resources to improve the community. For example, the City will continue to work with nonprofit entities to deliver public services. As a member of the Orange County Continuum of Care Community Forum, the City will provide critical information to the County of Orange to prepare the County's Continuum of Care Homeless Assistance grant application to HUD. Costa Mesa will also continue to fund activities that help address gaps and needs in the regional system of care. Finally, the City will continue to assist the Orange County Housing Authority in implementing its Five-year PHA plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Costa Mesa does not operate public housing. The Orange County Housing Authority provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare a five-year and a one-year plan that highlights its mission, goals and objectives related to public and assisted housing programs. The City will review the Authority's plans and provide OCHA the opportunity to review and consult with the City regarding its Consolidated Plan/Annual Action Plan. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents. Ongoing consultation with local nonprofits also assists the City in coordinating the efficient and effective use of limited federal resources.

Discussion:

HUD-funded grant recipients are required under various laws not to discriminate in housing or services directly or indirectly based on race, color, religion, sex, national origin, age, familial status or disability. Grant recipients such as Costa Mesa are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choices for all persons; (3) provide

opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, national origin, and other personal or familial attributes; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate region-wide fair housing planning. The **Analysis of Impediments (AI) to Fair Housing Choice** is the primary document utilized for this purpose. In addition to identifying impediments, a strategy to overcome barriers must be developed and implemented - accomplishments are reported annually. The City participated in developing a county-wide AI, which the City Council adopted in May 2020. A summary of impediments to fair housing and the action steps the City will take during FY 2023-2024 are found in **Attachment 4**.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City is not proposing to utilize HOME funds in a form that is not delineated in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City has not and does not plan to utilize HOME funds for homebuyer assistance; however, if funds are redirected to such a program, steps will be taken to ensure program guidelines comply with the applicable resale and recapture regulations.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

If a CHDO project comes to fruition, the applicable loan agreement(s) will be prepared to comply with the resale/recapture requirements delineated in 24 CFR 92.254.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

If a CHDO project comes to fruition, program staff will ensure that all applicable program policies are followed, including establishing refinancing guidelines.

Discussion

The City will meet the CDBG Program's overall 70% benefit for low- and moderate-income requirement over three program years: **2023-2024**, **2024-2025**, and **2025-2026**.

With respect to HOME affordable homeownership limits for the area (i.e., 95 percent of the median area purchase price as set forth in 24 CFR 92.254(a)(2)(iii)), the City will utilize HUD's HOME affordable homeownership limits for its HOME-funded mobile home rehabilitation program. For single-family, owner-occupied housing rehabilitation, the City conducted a survey in order to establish a maximum property value that is reflective of the local market median home purchase prices, which exceed HUD's published limit. This information will be provided as **Attachment 5** in the final Annual Action Plan.

ATTACHMENT 1

Five-Year and One-Year Summary of Accomplishments

Grantee Name: City of Costa Mesa

Decent Housing						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
Owner Occupied Housing Rehabilitation Loans and Grants to assist homeowners improve primary residence to correct code violations, address deferred property improvements and improve neighborhood aesthetics	HOME	2021	Housing Units	11	6	54.55%
		5-Yr Con Plan Goal		50	13	26.00%
		Rental Housing Acquisition/Rehabilitation to expand and/or improve the number of rental housing units for lower income renter households	HOME	2021	Housing Units	1
5-Yr Con Plan Goal				5	0	0.00%
Rental Housing New Construction to expand the number of rental housing units for lower income renter households	HOME			2021	Housing Units	0
		5-Yr Con Plan Goal		0	0	0.00%
		Special Code Enforcement activity to inspect and enforce housing and building codes for residential properties located in the City's CDBG-eligible areas	CDBG	2021	Housing Units	200
5-Yr Con Plan Goal				1,250	368	29.44%
Suitable Living Environment						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
Services will help seniors and the frail elderly maintain their independent living situation or ensure they are provided services that improve quality of life	CDBG	2021	Individuals	185	309	167.03%
		5-Yr Con Plan Goal		2,500	889	35.56%
		Services to assist lower income families with children by providing access to youth programs and services at reduced or no cost.	CDBG	2021	Individuals	325
5-Yr Con Plan Goal				1,250	752	60.16%
Services that assist low and moderate-income households and individuals with safety net services such as access to medical, food, case management, and employment services. Supported agencies should provide households with access to programs and services at reduced or no cost - including fair housing services	CDBG			2021	Individuals	173
		5-Yr Con Plan Goal		750	378	50.40%
		Improvements to public infrastructure that address a community priority including but not limited to repairs, replacement and/or upgrades (including ADA compliance) to streets, alleys, sidewalks, flood/storm water drains, and other public improvements	CDBG	2021	Individuals ^A	0
5-Yr Con Plan Goal				7,500	0	0.00%
Improvements to public facilities that address a community priority including but not limited to repairs, replacement and/or upgrades (including ADA compliance) to neighborhood parks, centers and other public facilities	CDBG			2021	Individuals ^C	500
		5-Yr Con Plan Goal		2,500	0	0.00%
		Economic Opportunity				
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
No 5-year goals for CDBG-funded Economic Opportunity were established in the Consolidated Plan; however, CDBG funds have been allocated for public service programs that expanded economic opportunities for low-income youth and disabled adults (i.e., Youth Employment Services)	NA	2021	Individuals *	300	474	158.00%
		5-Yr Con Plan Goal		NA	NA	NA
		Continuum of Care				
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
Financial assistance to prevent homelessness such as a short-term financial subsidy to prevent eviction and/or utility termination, and for the provision of provide support services	CDBG	2021	Individuals	282	389	137.94%
		5-Yr Con Plan Goal		150	389	259.33%
		Short-term emergency shelter and support services (up to 3 months) for individuals that are in immediate need of shelter and services	CDBG	2021	Individuals	196
5-Yr Con Plan Goal				250	264	105.60%
Rapid Rehousing and case management services to stabilize homeless households in permanent housing (may encompass TBRA is a low priority)	CDBG			2021	Individuals	30
		5-Yr Con Plan Goal		100	23	23.00%
		Other (O-1)				
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
CDBG program oversight, coordination and administration	CDBG	2021	Year of Admin	1	1	100.00%
		5-Yr Con Plan Goal		5	2	40.00%

* Accomplishments also reported separately as Youth accomplishments.

SUMMARY OF PUBLIC COMMENTS

March 15, 2023 Housing & Public Service grant Committee

The H&PSG Committee held an in-person meeting to obtain additional public comments regarding CDBG public service grants, and to develop funding recommendations. No written comments were received.

30—Day Public Comment Period

TBD

May 2, 2023 Public Hearing

TBD

Legend

- Streets
- City Freeways
- City Boundary
- CDBG_2022

0 0.25 0.5 1 Miles

December 13, 2022

ORANGE COUNTY ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

August 6, 2020

REGIONAL PROPOSED AI GOALS AND STRATEGIES

To address the contributing factors described above, the AI plan proposes the following goals and actions:
Regional Goals and Strategies”

Goal 1: Increase the supply of affordable housing in high opportunity areas.¹

Strategies:

1. Explore the creation of a new countywide source of affordable housing.
2. Using best practices from other jurisdictions, explore policies and programs that increase the supply of affordable housing, such as linkage fees, housing bonds, inclusionary housing, public land set-aside, community land trusts, transit-oriented development, and expedited permitting and review.
3. Explore providing low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 80% of the Area Median Income to develop accessory dwelling units with affordability restriction on their property.
4. Review existing zoning policies and explore zoning changes to facilitate the development of affordable housing.
5. Align zoning codes to conform to recent California affordable housing legislation.

Goal 2: Prevent displacement of low- and moderate-income residents with protected characteristics, including Hispanic residents, Vietnamese residents, other seniors, and people with disabilities.

Strategies:

1. Explore piloting a Right to Counsel Program to ensure legal representation for tenants in landlord-tenant proceedings, including those involving the application of new laws like A.B. 1482.

Goal 3: Increase community integration for persons with disabilities.

Strategies:

1. Conduct targeted outreach and provide tenant application assistance and support to persons with disabilities, including individuals transitioning from institutional settings and individuals who are at risk of institutionalization. As part of that assistance, maintain a database of housing that is accessible to persons with disabilities.
2. Consider adopting the accessibility standards adopted by the City of Los Angeles, which require at least 15 percent of all new units in city-supported Low-Income Housing Tax Credit (LIHTC) projects to be ADA-accessible with at least 4 percent of total units to be accessible for persons with hearing and/or vision disabilities.

¹The term “high opportunity areas” generally means locations where there are economic and social factors and amenities that provide a positive impact on a person’s life outcome. This is described in more detail in Section iii, Disparities in Access to Opportunity.

Goal 4: Ensure equal access to housing for persons with protected characteristics, who are disproportionately likely to be lower-income and to experience homelessness.

Strategies:

1. Reduce barriers to accessing rental housing by exploring eliminating application fees for voucher holders and encouraging landlords to follow HUD's guidance on the use of criminal backgrounds in screening tenants.
2. Consider incorporating a fair housing equity analysis into the review of significant rezoning proposals and specific plans.

Goal 5: Expand access to opportunity for protected classes.

Strategies:

1. Explore the voluntary adoption of Small Area Fair Market Rents or exception payment standards in order to increase access to higher opportunity areas for Housing Choice Voucher holders.
2. Continue implementing a mobility counseling program that informs Housing Choice Voucher holders about their residential options in higher opportunity areas and provides holistic supports to voucher holders seeking to move to higher opportunity areas.
3. Study and make recommendations to improve and expand Orange County's public transportation to ensure that members of protected classes can access jobs in employment centers in Anaheim, Santa Ana, and Irvine.
4. Increase support for fair housing enforcement, education, and outreach.

CITY OF COSTA MESA PROPOSED AI GOALS AND STRATEGIES

1. In collaboration with the Orange County Housing Authority (OCHA):
 - a. Attend quarterly OCHA Housing Advisory Committee to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues.
 - b. Support OCHA's affirmative fair marketing plan and de-concentration policies by providing five-year and annual PHA plan certifications.
 - c. In coordination with OCHA and fair housing services provider, conduct landlord education campaign to educate property owners about State law prohibiting discrimination based on household income.
2. Through the City's fair housing contractor:
 - a. Provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful.
 - b. Conduct multi-faceted fair housing outreach to tenants, landlords, property owners, realtors, and property management companies. Methods of outreach may include workshops, informational booths, presentations to community groups, and distribution of multi-lingual fair housing literature.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 23-1186

Meeting Date: 5/2/2023

TITLE:

AWARD OF STREET SWEEPING 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. Award a Maintenance Services Agreement (MSA) for citywide street sweeping services to Sweeping Corp of America (SCA) for an initial two-year period with three one-year renewal periods for a not to exceed annual amount of \$1,467,791.
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the agreement and future amendments to this agreement within Council authorized limits.

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. As this term ended in February 2023, a four-month extension of the contract to June 30, 2023, was executed.

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 a public work and therefore are subject to prevailing wage requirements.

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 Cost 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. While Guardian Street Sweeping submitted the required forms and a cost proposal, 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 appropriate forms. The company, doing business as CleanStreet, has been providing street sweeping services to the City for the last seven (7) years and the Maintenance Services Division has been satisfied with their quality of service.

The new contract for street sweeping has an annual price of approximately, \$1.47 million, almost twice the previous annual contract amount. Staff is currently analyzing options for street sweeping services, including insourcing. This will require additional staff as well as procurement of street sweeping equipment. A detailed analysis of various options will be presented at a future City Council meeting. Meanwhile, staff recommends awarding of the MSA for street sweeping services to Sweeping Corporation of America.

ALTERNATIVES:

The City could re-advertise the Request for Proposal. However, staff believes that re-advertising would not result in locating a higher-rated company with more competitive pricing than received in the initial process. Additionally, the City would be without critical street sweeping services until the new process and contract award are completed. The lapse in sweeping would be unsightly, lead to more debris being passed into the City's storm drain system, and ultimately the local beaches and ocean; and could lead to potential health and safety issues.

FISCAL REVIEW:

The funding for this contract will be included in the Fiscal Year 2023-24 Public Works Department operation budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the Maintenance Services Agreement, 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. Award a Maintenance Services Agreement (MSA) for citywide street sweeping services to Sweeping Corp of America (SCA), for an initial two-year period with three one-year renewal periods for a not to exceed annual amount of \$1,467,791. (Attachment 1).
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the agreement and future amendments to this agreement within Council authorized limits.

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
SCA OF CA, LLC**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of May, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SCA OF CA, a Delaware Limited Liability Company ("Contractor").

W I T N E S S E T H :

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

B. 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

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

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

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage

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

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to

the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Appendix B of Exhibit B. Contractor's total compensation per annum shall not exceed One Million Four Hundred Sixty Seven Thousand Seven Hundred and Ninety Dollars and Forty Cents (\$ 1,467,790.40). In the event the parties extend the term of this Agreement, Contractor may, request an increase its fees on an annual basis commencing on July 1, 2025, using the Consumer Price Index for All Items, Not Seasonally Adjusted for the Los Angeles-Riverside-Orange County area (CPI), subject to the written notice requirement in Appendix B of Exhibit B. Any increase to

Contractor's fees shall be effective on July 1st.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on July 1, 2023 and continue for a period of two years, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended up to a maximum of three additional one year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications

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

IF TO CONTRACTOR:

SCA of CA, LLC
1937 W 169th Street
Gardena, CA 90247

Tel: (714) 771-1613
Attn: Rick Anderson

IF TO CITY:

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

Tel: (714) 327-7499
Attn: Robert Ryan

Courtesy copy to:

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

6.5. Drug-free Workplace Policy. 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 "D" 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.

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

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

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

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors

providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

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

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

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

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

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement,

this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

[Signature page follows.]

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

CONTRACTOR

Signature

Date: _____

[Name and Title]

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: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**STREET SWEEPING SERVICES
RFP NO. 23-06**



**PUBLIC WORKS DEPARTMENT
CITY OF COSTA MESA**

Released on November 8, 2022

REQUEST FOR PROPOSAL FOR STREET SWEEPING SERVICES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for street sweeping services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Maintenance Services Agreement, **Appendix D** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Maintenance Services Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

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

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

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

The goal of this Request for Proposal (RFP) is to solicit Proposals from qualified street sweeping firms to provide the highest quality, street sweeping services to the City's arterial, residential, commercial, alleys and City owned parking lots. It is the City's desire to contract for services with a firm that has successfully completed similar projects and has extensive experience in providing an all-inclusive street sweeping maintenance program necessary to insure the community's safety, aesthetics and a source of community pride.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing,

reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

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

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

Release of RFP	November 8, 2022
Deadline for Written Questions	November 15, 2022 at 11:00 a.m.
Responses to Questions Posted	November 17, 2022
Proposals are Due	November 29, 2022 at 2:00 p.m.
Approval of Contract	TBD

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

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

- a) The Proposer shall have five (5) years of current experience in providing an all-inclusive street sweeping maintenance program for other cities or other government agencies, at least one of which is similar in size and complexity as that of the City of Costa Mesa. Experience must be reflective of references provided in the proposal.
- b) The Contractor shall maintain a local office with a representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City.
- c) Contractor will be required to abide by the prevailing wage laws as required by state law, **Appendix C.**

- d) All Proposers must provide a list of equipment they will use to fulfill the contract. The list must include the make, model, year of equipment and whether the equipment is owned or leased. The City reserves the right to determine the capability of the equipment and to reserve acceptance or rejection of deficient equipment.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- a) **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. The letter must stipulate that the Cost Proposal will be valid from **July 1, 2023** thereon. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.
- b) **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- c) **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

d) Qualifications & Experience of the Firm: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including

photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- e) **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- f) **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - o Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - o Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- g) **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in **Appendix B, Cost Proposal**. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use **Appendix B, Cost Proposal** and submit in a **separate file** containing the following. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated.
- h) **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- i) **Maintenance Services Agreement:** The firm selected by the City will be required to execute a Maintenance Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix D**, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- j) **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix E** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- a) **Content of Proposal:** The Proposal is to be submitted using the format as indicated in the Proposal format guidelines.
- b) **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- c) **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ **Appendix B, Cost Proposal**
- d) **Forms to Accompany Proposal:** **Appendix E** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- e) **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- f) **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than **2:00 p.m. (P.S.T) on November 29, 2022**. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- g) **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **November 15, 2022 at 10:00 a.m.** The City reserves the right not to answer all questions.

 The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to PlanetBids. Proposers should check this web page daily for new information.

 From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.
- h) **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The

City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

i) **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

1. **Method of Approach Including Equipment ----- 40%**
2. **Qualifications of Experience of Key Personnel ----- 25%**
3. **Qualifications of the Firm ----20%**
4. **Cost Proposal ---- 10%**
5. **References ---- 5%**

An additional **5%** of the total points possible - For use of renewable natural gas (RNG) in service fleets that meet State recycled organic waste content requirements AND/OR the provision of compost and mulch that qualify for City recycled organic waste procurement. While it is permissible to establish a charge or cost for use and/or provision of recycled organic waste products, the level of cost will be a factor in the City's decision to award bonus points and potentially the scoring of your cost proposal

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

- a) **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- b) **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- c) **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **January 9, 2023** and will be conducted at in the meeting room in Building "A" at the City Corporation Yard at 2310 Placentia Avenue, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may

terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

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

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

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

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

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

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

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

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

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

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix E**.
- 12. Conditions to Agreement:** The selected Proposer will execute a Maintenance Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix D** to this RFP, which may be modified by the City.
- All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**
- Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.
- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix E**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to Planetbids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK

1. Generally

Furnish all labor, equipment, materials, and supervision to perform maintenance as described herein including, but not limited to, the following:

Using a modern mechanical or vacuum street sweeper, thoroughly sweep each improved street, medians, alleys, public parking lots in the City on a frequency as specified in this scope of work and dispose of collected debris in a legal manner. It is possible for a Proposer to use the City's facilities to store its street sweepers used for this operation. Naturally, any arrangement will involve the payment to City for the lease of such space. If Proposer desires to store its street sweepers in the City's facilities, then that should also be included in the Proposal. See **Exhibit** for City's Street Sweeping Route Maps.

2. Definitions

- a. Curb Mile – measurement of curbing of streets and medians
- b. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street
- c. Curb-to-Curb – area within the curb limits of the street including medians, intersections, and street ends
- d. Holiday – all days observed by the City as holidays including: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (including the following Friday), Christmas Eve & Christmas Day, New Year's Eve.
- e. Inclement Weather – weather conditions that prohibit the effective operation of sweeping operations, such as heavy rain or winds
- f. Debris – litter, rubbish, leaves, sand, dirt, garbage, and other foreign material
- g. Street – all paved dedicated public rights-of-way within the existing or future corporate limits of the City
- h. Median – A raised area separating different lanes, traffic direction, or roadways within a street including turn lanes.
- i. Re-sweep – sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation
- j. Special Sweep – sweep involving unusual conditions such as traffic hazards, parades, and similar events billed at an hourly rate including travel time. If appropriate, prior

approval from Street Superintendent, Traffic Operations Supervisor or other assigned agent.

- k. Travel Speed – sweeper operator must maintain a speed of no more than seven miles per hour while the sweeping head is lowered in the operating position.
- l. City Representative – The administering officer of the City of Costa Mesa.

3. Working Hours

Working hours for the sweeping of residential areas shall be between the hours of 8:00 AM and 3:30 PM, Monday through Friday. Working hours for arterial routes and commercial routes shall be between the hours of 11:00 PM and 6:00 AM, Monday through Friday. Some 'specialty routes' may be swept between 6:00 AM and 8:00 AM if so posted. No street sweeping shall be required or permitted on weekends or City holidays.

4. Equipment

All equipment used by the Proposer shall be kept in good condition both in mechanical operation and general appearance for all work completed within City limits. All Contract work shall only be performed with equipment suitable to produce the quality of work as identified in section (f) Level of Maintenance. All equipment shall be subject to the city's approval prior to use. The Proposer shall ensure, in addition to the newer sweepers, a second sweeper to be maintained for emergency backup use only and shall require City approval prior to its utilization. This secondary sweeper shall meet all attributes herein identified in this section. The Proposer shall ensure that all equipment utilized to perform sweeping services in the City is no more than three (3) years old. All sweepers shall include but not be limited to the following attributes:

- a. Appropriate safety markings and lighting for highway and city street use. This shall include all flashing and warning lights, clearance lights, and flags as is required by State, Federal, and City regulatory codes for both night and day operations.
- b. A regenerative air system to reduce polluted air from exiting the vehicle.
- c. Gutter brooms with diameters of at least 43".
- d. Spray water system for dust suppression - A hopper with at least 6 cubic yards of capacity.
- e. Global Positioning System (GPS). All primary street sweepers shall have installed a GPS that will enable the City to view via computer internet where the sweepers are at all times. The cost of the entire GPS system will be the responsibility of the selected vendor and the system must be capable of the following:
 - 1. The system shall be internet based and the selected vendor shall provide to the City a minimum of two (2) accounts to have full access to the site.
 - 2. The system shall be capable of gathering and reporting the following real time data; speed, direction, location on a map, address, distance traveled, brooms up or down water on or off.

3. The sweepers' path of travel superimposed on a map.
4. Generating an email alert whenever sweeper speeds exceed 6 mph or sweeper non-movement for periods in excess of one hour.
5. Generating daily reports of sweeper activity including the previously required elements.
6. Maintaining the data for a period of 90-days, after which data will be downloaded to the City for storage.
7. Two way voice or text messaging communication between the City and the individual sweepers must be available.
8. GPS system must be up and running within 30 days of signing the agreement.

5. Additional Equipment

The successful bidder will be required to have in its fleet, a bike lane/Mini sweeper to be utilized on a weekly basis to cover current and future delineated bike lanes and other small project areas throughout the City. The City currently utilizes the Madvac LS175 and is requesting a similar unit to complete the requested work.

The bike lane/Mini sweeper shall include but not limited to the following attributes.

- a. Street legal with appropriate safety markings and lighting for city street use. This shall include all flashing and warning lights, clearance lights flags and markers as required by state, federal, and City regulatory codes for both night and day use.
- b. Should have a maximum vehicle width of 48 inches.
- c. Should have a variable broom span of 48 inches up to 72 inches.
- d. Water spray system for dust suppression.
- e. A hopper capacity of 1.5 to 2 cubic yards.
- f. GPS tracking software.

6. Level of Maintenance

All work shall be performed in accordance with the highest maintenance standard.

Standards, schedules, and frequencies may be modified as deemed necessary by the City for the proper maintenance of the sites. Due to various street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have the curb-gutter perimeters of each raised median swept, including turnouts. Street-grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean shall mean minimal debris residual or tailings left on the swept surface following the completion of a pass of the street sweeping machine. No

sweeper shall blow debris onto private property. All dust suppression systems shall be as mandated by AQMD.

A significant number of City streets are posted no parking for street sweeping or have alternate side postings during designated hours on various days of the week. Proposer shall adhere to established schedules for sweeping posted streets. The Proposer shall coordinate sweeping operations with Parking Control Officers from the City of Costa Mesa Police Department.

The Proposer is required to sweep City owned parking lots, including those for City facilities, parks and parking districts, adjacent to streets along the scheduled route.

Alternative means to sweep locations such as street ends and inaccessible portions of parking lots will be considered. Alternatives must be included in this proposal and approved by the City Representative prior to the start of the contract. Because of existing parking restrictions posted to accommodate existing sweeping routes, if you would plan to change the established routes or schedules, you must include such proposed changes in your proposals so that the City may evaluate costs of implementing such changes. All proposed changes must be reviewed and approved by the City Representative and if needed, City Council prior to implementation.

The Proposer is required to correct deficiencies within the time specified by the City. Re-sweeps of the deficient area will be at no additional cost to the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

7. Provisions for Extras

No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved by the City in writing before the work is commenced. The Proposer will be required in the approved Agreement to provide before and after photographs of safety items or emergency repairs required by the City. Documentation of contract compliance may be required at the discretion of the City.

8. Water

The successful Proposer shall contact the Mesa Water District and the Irvine Ranch Water District (Districts) to obtain legal access to water to meet the contract requirements. The Proposer shall be responsible for all costs associated with the access to and continued use of water provided by the Districts.

9. Disposal

The collection, transfer, and/or disposal of all debris collected during the course of all street sweeping services as specified in this Proposal and an approved Agreement shall be the responsibility of the Proposer to dispose of in a legal manner that meets all City, State, County of Orange and Federal laws, regulations, or other applicable statutes. The City of Costa Mesa assumes no responsibility for any violations, fines, fees or other liability that may arise from improper debris disposal practices. Disposal at the City Corporation Yard will not be permitted. The cleaning and maintenance of any street sweeping machine may not take place on City

property or public streets, except as may be included in an approved Agreement allowing use of the City Yard facilities.

10. Records and Schedule

The Proposer shall keep accurate records concerning all of his/her employees or agents and provide the City with names and telephone numbers of emergency contact employees.

The Proposer shall complete a monthly maintenance report indicating work performed and submit this completed report to the City Representative. This report should also contain a description of work performed, including man-hours, equipment, and any additional work, which the Proposer deems to be beyond the scope of the contract. Payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City. **A telephone log will be submitted monthly of all calls from the City of Costa Mesa Public Services Department and the City of Costa Mesa Police Department to the Proposer, whether or not those calls require a request for service, and a description of the action taken from the City call.**

11. Emergency Services

The Proposer shall provide the City with a 24-hour emergency telephone number to contact a Proposer representative authorized to dispatch appropriate equipment and operators when emergency maintenance conditions occur during hours when the Proposer's normal work force is not present in the City of City of Costa Mesa. The Proposer shall dispatch equipment to said emergency **within (1) hour from receiving notification. Failure to do so will result in a penalty of \$200 per occurrence.**

12. Proposer Office

Proposer is required to maintain an office within a one (1) hour response time of the city limits and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Proposer by radio or pager. Proposer shall have a maximum response time of thirty (1) hour to all emergencies. There will be no storage of equipment or materials on City property, except as may be expressly provided in any approved Agreement.

13. Schedules

The Proposer must sweep utilizing the City's established street sweeping routes and schedules for all regularly scheduled street sweeping schedules and posted parking restriction unless otherwise approved by the City. Street sweeping must be at an effectiveness level of 90% or above. The effectiveness level is determined by what percentage of the route is missed on an annual basis, for any reason. An overall annual effectiveness rating of less than 90% for any route is considered unacceptable and may result in non-renewal of the contract or a reduction in payment.

14. Performance During Inclement Weather

- a) During the periods when inclement weather or Santa Ana wind conditions prevents normal operations, the Proposer shall adjust his/her work force as directed by the City Representative and shall only be paid for sweeping actually done.
- b) Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- c) The Proposer shall immediately notify the City Representative, Traffic Operations Supervisor or other assigned agent when the work force has been removed from the job site due to inclement weather or other reasons.

The Proposer shall perform **200 curb miles of special sweeping requests** in support of City events for each contract year at the request of the City. These sweeps are not re-sweeps of an area not swept properly but rather an additional sweep that is not part of the regular schedule. These may be used to clean before and after a traffic hazards, parades, and similar events, or for other City needs.

The Proposer shall perform **250 curb miles of inclement weather sweeps** for each contract year at the request of the City. These sweeps are not re-sweeps of an area not swept properly but are additional sweeps that are not part of the regular schedule.

If, in the judgment of the City, the level of maintenance is less than specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Proposer until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Proposer and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed to City standards.

Proposer shall be required to comply with all NPDES Permit requirements, AQMD requirements (including but not limited to those set out in Attachment C), and all other applicable federal, state, county or city ordinances dealing with sweeping of streets, water quality, air quality, hazardous wastes and rubbish disposal. Any and all sweeper breakdowns shall be reported immediately to the Public Works Director, or designated representative.

EXHIBIT
CITY'S STREET SWEEPING ROUTE MAPS

LEGEND

SWEPT BEFORE 6AM
POSTED
ALL OTHER STREETS
SWEPT ONLY ON STREET SIDE NOTED

MONDAY

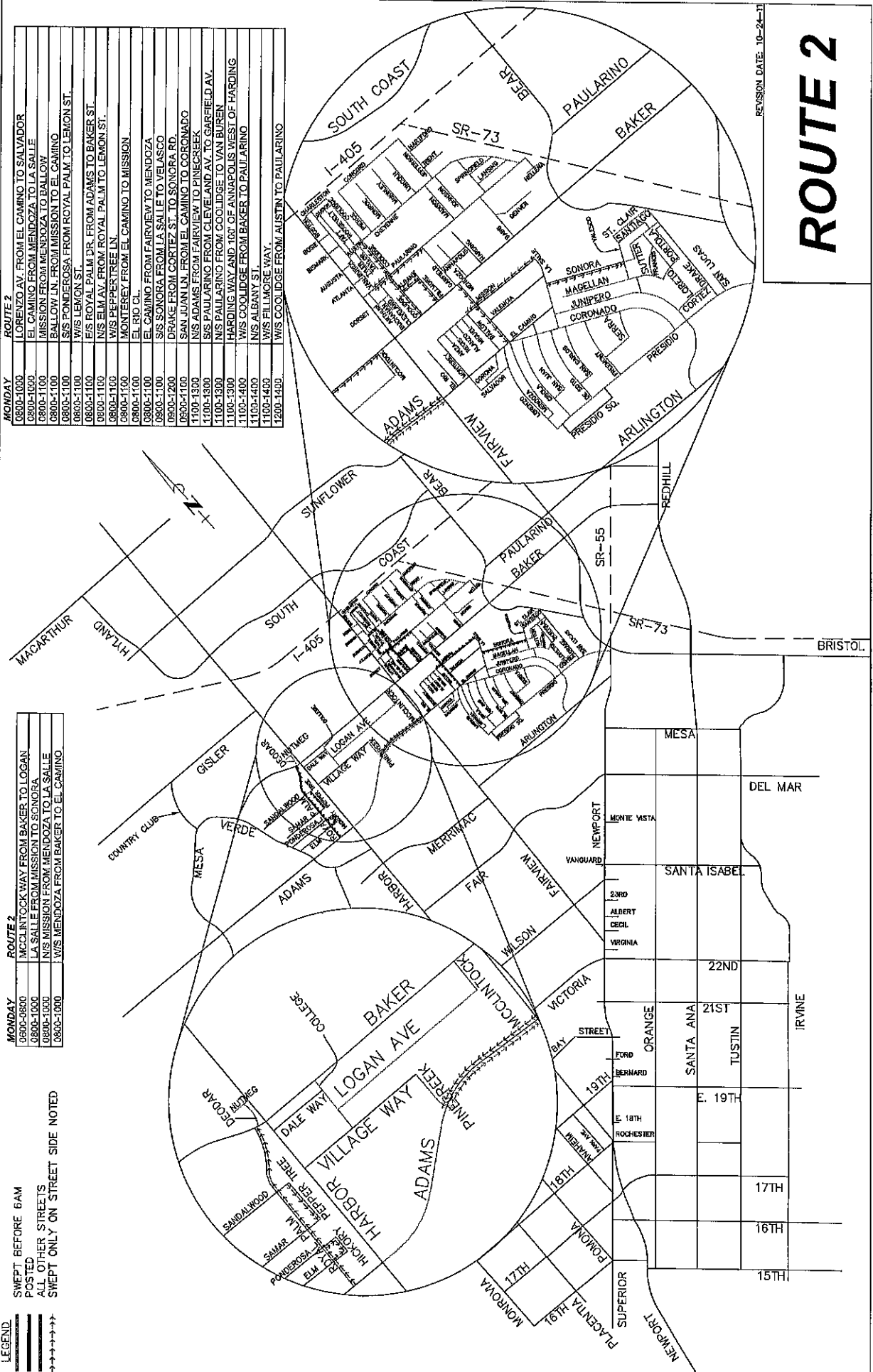
0800-0800	MCCLINTOCK WAY FROM BAKER TO LOGAN
0800-1000	LA SALLE FROM MISSION TO SONORA
0800-1000	NIS MISSION FROM MENDOZA TO LA SALLE
0800-1000	NIS MENDOZA FROM BAKER TO EL CAMINO

ROUTE 2

MONDAY

0800-1000	LORENZO AV. FROM EL CAMINO TO SALVADOR
0800-1000	EL CAMINO FROM MENDOZA TO LA SALLE
0800-1100	MISSION FROM MENDOZA TO BALLOW
0800-1100	BALLOW LN. FROM MISSION TO EL CAMINO
0800-1100	S/S PONDEROSA FROM ROYAL PALM TO LEMON ST.
0800-1100	S/S LEMON ST.
0800-1100	E/S ROYAL PALM DR. FROM ADAMS TO BAKER ST.
0800-1100	NIS ELM AV. FROM ROYAL PALM TO LEMON ST.
0800-1100	WIS PEPPER TREE LN.
0800-1100	MONTEREY FROM EL CAMINO TO MISSION
0800-1100	EL RIO CL.
0800-1100	EL CAMINO FROM FAIRVIEW TO MENDOZA
0800-1100	S/S SONORA FROM LA SALLE TO VELASCO
0800-1100	DRAKE FROM CORTEZ ST. TO SONORA RD.
0800-1100	SAN JUAN LN. FROM EL CAMINO TO CORONADO
1100-1300	NIS ADAMS FROM FAIRVIEW TO PINECREEK
1100-1300	S/S PAULARINO FROM CLEVELAND AV. TO GARFIELD AV.
1100-1300	NIS PAULARINO FROM COOLIDGE TO VAN BUREN
1100-1300	HARDING WAY AND 103 OF ANNAPOLIS WEST OF HARDING
1100-1400	WIS COOLIDGE FROM BAKER TO PAULARINO
1100-1400	NIS ALBANY ST.
1100-1400	WIS HILMORE WAY.
1200-1400	WIS COOLIDGE FROM AUSTIN TO PAULARINO

ROUTE 2



REVISION DATE: 10-24-11

ROUTE 2

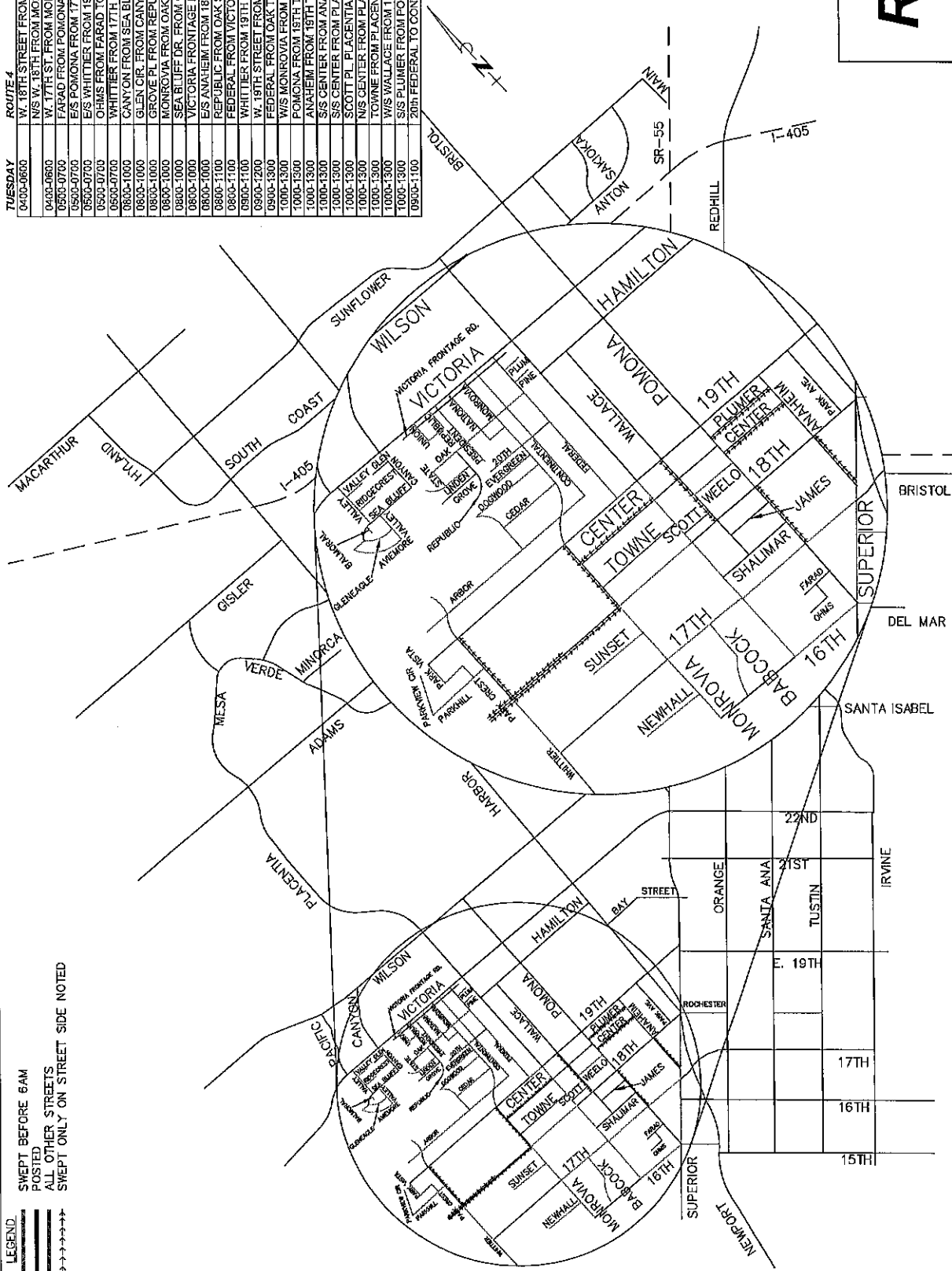
LEGEND

SWEPT BEFORE 6AM
POSTED
ALL OTHER STREETS
SWEPT ONLY ON STREET SIDE NOTED

TUESDAY

ROUTE 4

0400-0600	W. 18TH STREET FROM MONROVIA TO DEAD END (EXCEPT N/S W. 18TH FROM MONROVIA TO SCHOOL PROPERTY LINE)
0400-0600	W. 17TH ST. FROM MONROVIA TO WHITTIER
0500-0700	FARAD FROM POMONA TO END
0500-0700	E/S POMONA FROM 17TH TO 18TH
0500-0700	E/S WHITTIER FROM 17TH TO 18TH
0500-0700	O/HMS FROM FARAD TO END
0500-0700	WHITTIER FROM 17TH SOUTH TO END
0600-1000	CANYON FROM SEA BLUFF TO GLEN CIR.
0600-1000	GLEN CIR. FROM CANYON TO GLEN
0600-1000	GROVE PL FROM REPUBLIC TO STATE
0600-1000	MONROVIA FROM OAK TO VICTORIA
0600-1000	SEA BLUFF DR. FROM CANYON DR. TO GLEN EAGLES TERRACE
0600-1000	VICTORIA FRONTAGE RD. S/S - WEST END CUL DE SAC
0600-1000	E/S ANAHEIM FROM 18TH TO SUPERIOR
0600-1100	REPUBLIC FROM VICTORIA FRONTAGE TO BARRICADE
0600-1100	FEDERAL FROM 18TH TO 18TH
0600-1100	WHITTIER FROM 18TH ST. TO DARSOR
0600-1100	W. 18TH STREET FROM FEDERAL TO PARK CREST
0600-1300	FEDERAL FROM OAK TO BARRICADE
0600-1300	W/S MONROVIA FROM 19TH TO 18TH
0600-1300	POMONA FROM 18TH TO 18TH
0600-1300	ANAHEIM FROM 18TH TO 18TH
0600-1300	S/S CENTER FROM ANAHEIM TO POMONA
0600-1300	S/S CENTER FROM PLACENTIA TO POMONA
0600-1300	SCOTT PL. PLACENTIA TO WALLACE
0600-1300	N/S CENTER FROM PLACENTIA TO MONROVIA
0600-1300	TOWNE FROM PLACENTIA TO MONROVIA
0600-1300	W/S WALLACE FROM 19TH TO 18TH
0600-1300	S/S PLUMER FROM POMONA TO ANAHEIM
0900-1100	20th FEDERAL TO CONTINENTAL



REVISION DATE: 10-22-14

ROUTE 4

LEGEND

SWEEP BEFORE 6AM
POSTED
ALL OTHER STREETS
SWEEP ONLY ON STREET SIDE NOTED

TUESDAY ROUTE 5	
1200-1400	SIS CORANADER
1200-1400	SIS CARAWAY DR
1200-1400	WIS GINGER
1200-1400	WIS MACE
1200-1400	WIS WINTERGREEN
1200-1400	WIS CINNAMON
1200-1400	WIS CORAL
1200-1400	WIS CASSIA

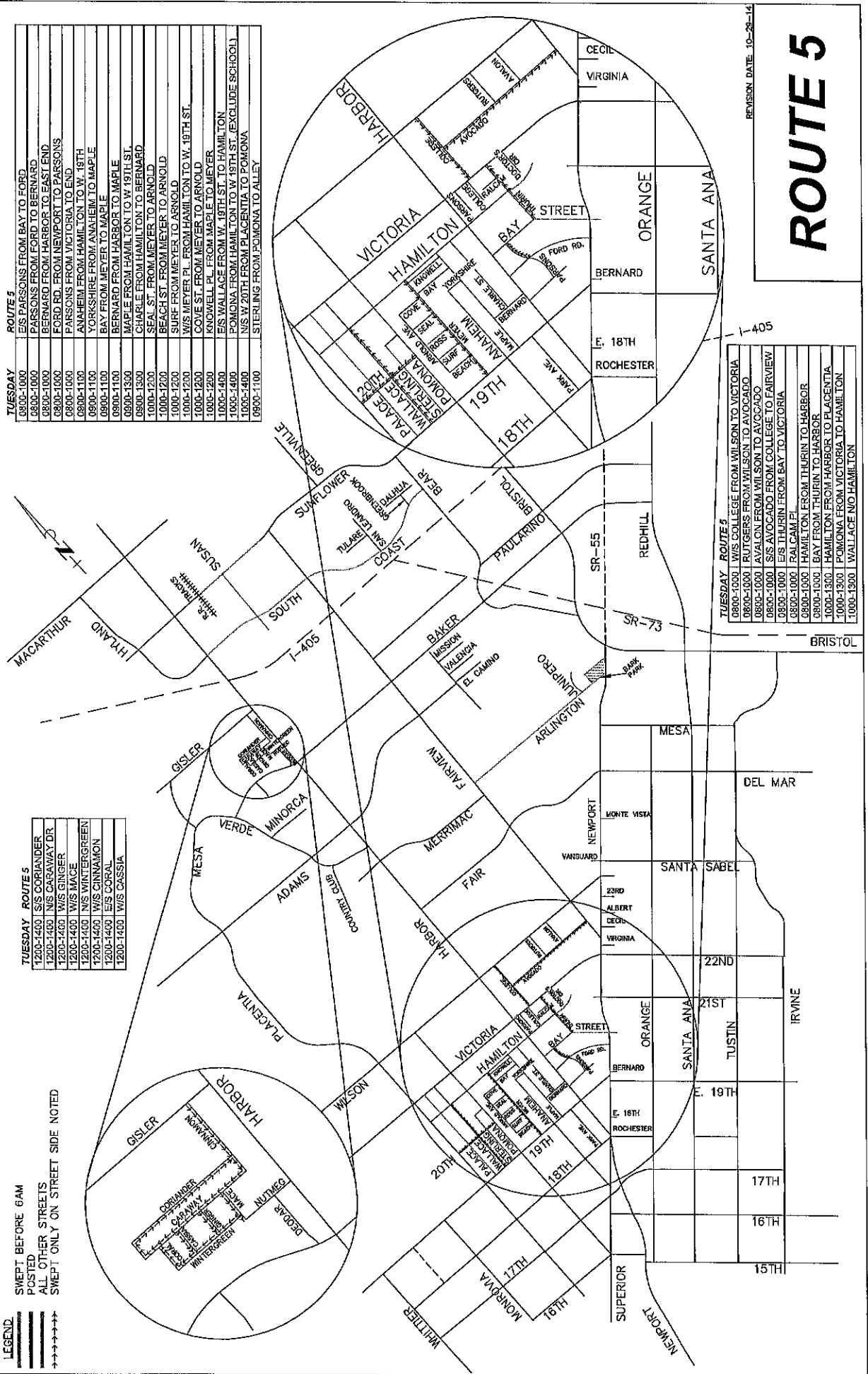
ROUTE 5

TUESDAY ROUTE 5	
0800-1000	E/S PARSONS FROM BAY TO FORD
0800-1000	PARSONS FROM FORD TO BERNARD
0800-1000	BERNARD FROM HARBOR TO EAST END
0800-1000	FORD RD. FROM NEWPORT TO PARSONS
0800-1000	PARSONS FROM VICTORIA TO END
0800-1000	ANAKHEIM FROM HAMILTON TO W. 18TH
0800-1000	YORKSHIRE FROM ANAKHEIM TO MAPLE
0800-1000	BAY FROM MEYER TO MAPLE
0800-1000	BERNARD FROM HARBOR TO MAPLE
0800-1000	MAPLE FROM HAMILTON TO W. 18TH ST.
0800-1000	CHABLE FROM HAMILTON TO BERNARD
0800-1000	SEAL ST. FROM MEYER TO ARNOLD
0800-1000	SURE FROM MEYER TO ARNOLD
0800-1000	WIS MEYER PL. FROM HAMILTON TO W. 18TH ST.
0800-1000	COVE ST. FROM MEYER TO ARNOLD
0800-1000	KNOWELL PL. FROM MAPLE TO MEYER
0800-1000	E/S WALLACE FROM W. 18TH ST. TO HAMILTON
0800-1000	POMONA FROM HAMILTON TO W. 18TH ST. (EXCLUDE SCHOOL)
0800-1000	NIS W 20TH FROM PLACENTIA TO POMONA
0800-1000	STERLING FROM POMONA TO ALLEY

REVISION DATE: 10-28-14

ROUTE 5

TUESDAY ROUTE 5	
0800-1000	WIS COLLEGE FROM WILSON TO VICTORIA
0800-1000	RUTGERS FROM WILSON TO AVOCADO
0800-1000	AVOLON FROM WILSON TO AVOCADO
0800-1000	SIS AVOCADO FROM COLLEGE TO FAIRVIEW
0800-1000	E/S THURIN FROM BAY TO VICTORIA
0800-1000	RALCAMEL
0800-1000	HAMILTON FROM THURIN TO HARBOR
0800-1000	BAY FROM THURIN TO HARBOR
0800-1000	HAMILTON FROM HARBOR TO PLACENTIA
0800-1000	POMONA FROM VICTORIA TO HAMILTON
0800-1000	WALLACE NO HAMILTON

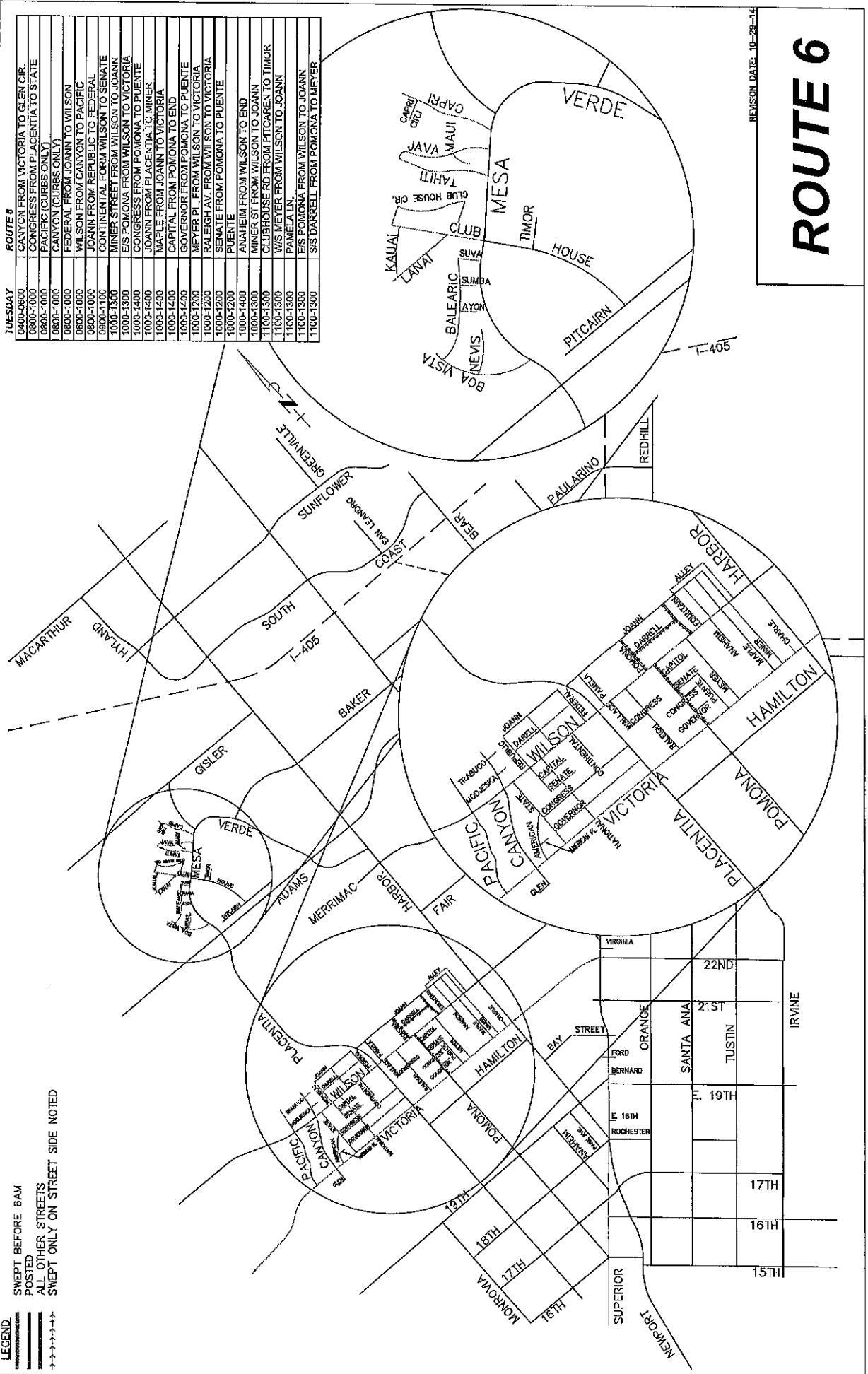


LEGEND

SWEPT BEFORE 6AM
 POSTED
 ALL OTHER STREETS
 SWEPT ONLY ON STREET SIDE NOTED

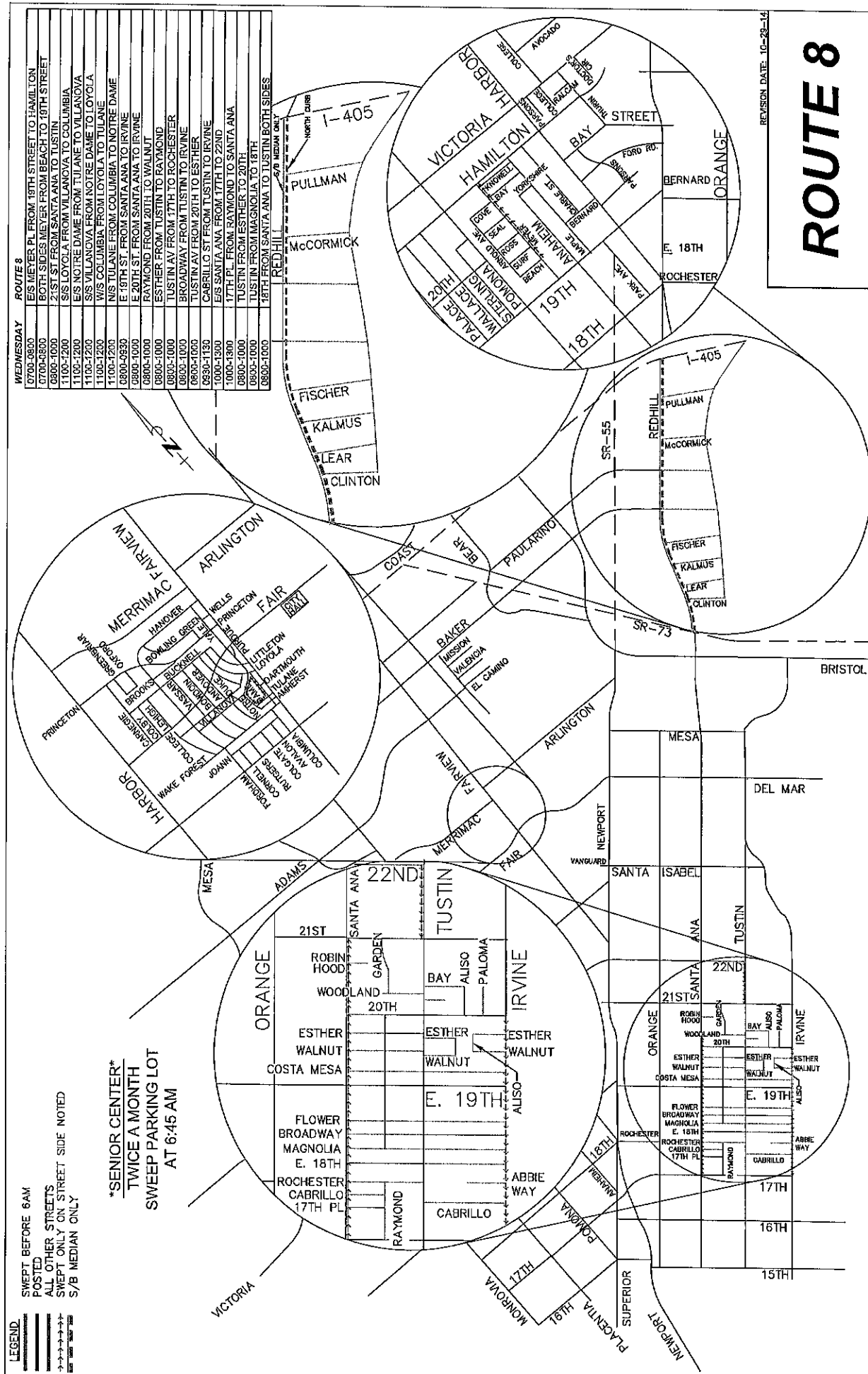
TUESDAY

0400-0600	CANYON FROM VICTORIA TO GLEN CIR.
0600-1000	CONGRESS FROM PLACENTIA TO STATE
0800-1000	PACIFIC (CURBS ONLY)
0800-1000	CANYON (CURBS ONLY)
0800-1000	FEDERAL FROM JOANN TO WILSON
0800-1000	WILSON FROM CANYON TO PACIFIC
0900-1100	JOANN FROM REPUBLIC TO FEDERAL
0900-1100	CONTINENTAL FROM WILSON TO SENATE
1000-1300	MINER STREET FROM WILSON TO JOANN
1000-1300	EIS POMONA FROM WILSON TO VICTORIA
1000-1400	CONGRESS FROM POMONA TO PUENTE
1000-1400	JOANN FROM PLACENTIA TO MINER
1000-1400	MAPLE FROM JOANN TO VICTORIA
1000-1400	CAPITAL FROM POMONA TO END
1000-1400	GOVERNOR FROM POMONA TO PUENTE
1000-1200	MEYER PL FROM WILSON TO VICTORIA
1000-1200	SALEIGH AV. FROM WILSON TO VICTORIA
1000-1200	SENATE FROM POMONA TO PUENTE
1000-1200	PUENTE
1000-1400	AVANHEIM FROM WILSON TO END
1000-1400	MINER ST FROM WILSON TO JOANN
1000-1300	CLUBHOUSE RD FROM PITCARN TO TIMOR
1100-1300	WIS MEYER FROM WILSON TO JOANN
1100-1300	PAMELA LN.
1100-1300	EIS POMONA FROM WILSON TO JOANN
1100-1300	SIS DARRELL FROM POMONA TO MEYER



REVISION DATE: 10-29-14

ROUTE 6

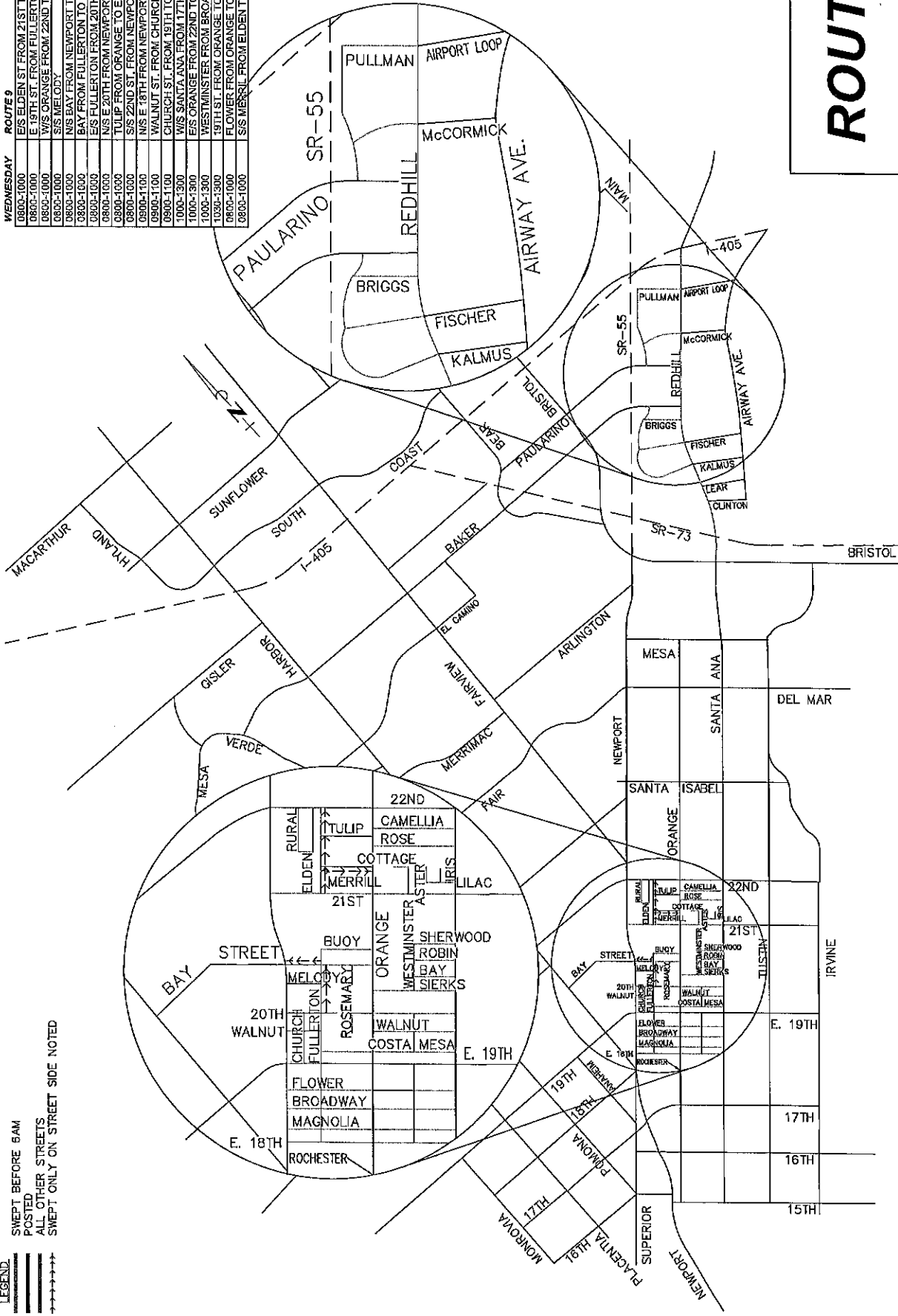


REVISION DATE: 10-28-14

ROUTE 8

LEGEND:
 SWEEP BEFORE 5AM
 POSTED
 ALL OTHER STREETS
 SWEEP ONLY ON STREET SIDE NOTED

WEDNESDAY	ROUTE 9
0800-1000	E/S ELDEN ST FROM 21ST TO 22ND
0800-1000	E 19TH ST. FROM FULLERTON TO ORANGE
0800-1000	W/S ORANGE FROM 22ND TO ROCHESTER
0800-1000	S/S MELODY
0800-1000	N/S BAY FROM NEWPORT TO FULLERTON
0800-1000	BAY FROM FULLERTON TO ORANGE
0800-1000	E/S FULLERTON FROM 20TH TO BAY
0800-1000	N/S E 20TH FROM NEWPORT TO ORANGE
0800-1000	TULIP FROM ORANGE TO ELDEN
0800-1000	S/S 22ND ST. FROM NEWPORT TO SANTA ANA
0800-1000	N/S E 18TH FROM NEWPORT TO ORANGE
0800-1000	WALNUT ST. FROM CHURCH TO FULLERTON
0800-1000	CHURCH ST. FROM 19TH TO 20TH
0800-1000	W/S SANTA ANA FROM 17TH TO 22ND
0800-1000	E/S ORANGE FROM 22ND TO ROCHESTER
0800-1000	WESTMINSTER FROM BROADWAY TO 19TH
0800-1000	19TH ST. FROM ORANGE TO SANTA ANA
0800-1000	FLOWER FROM ORANGE TO WESTMINSTER
0800-1000	S/S MELODY FROM ELDEN TO ORANGE



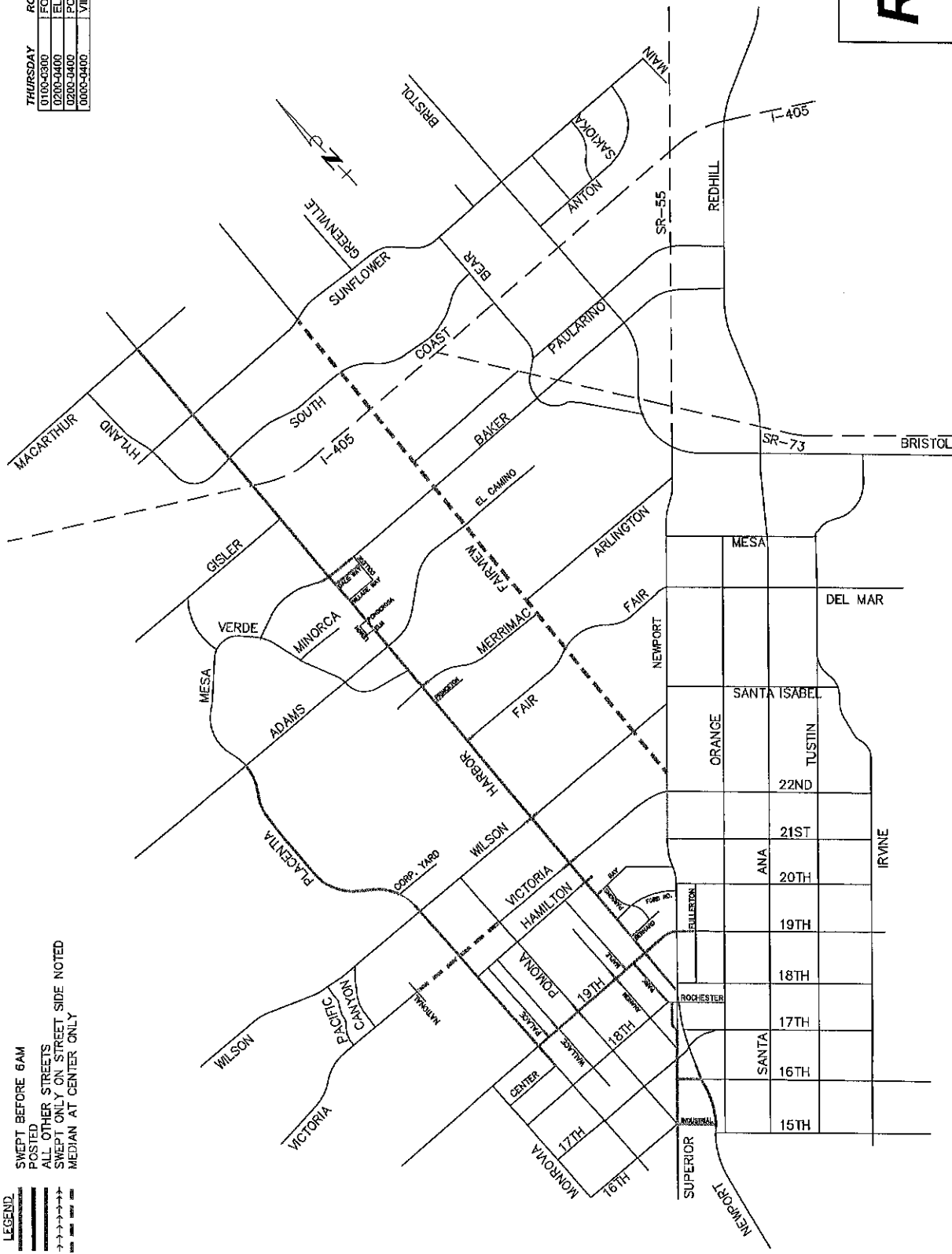
REVISION DATE: 4-28-10

ROUTE 9

LEGEND

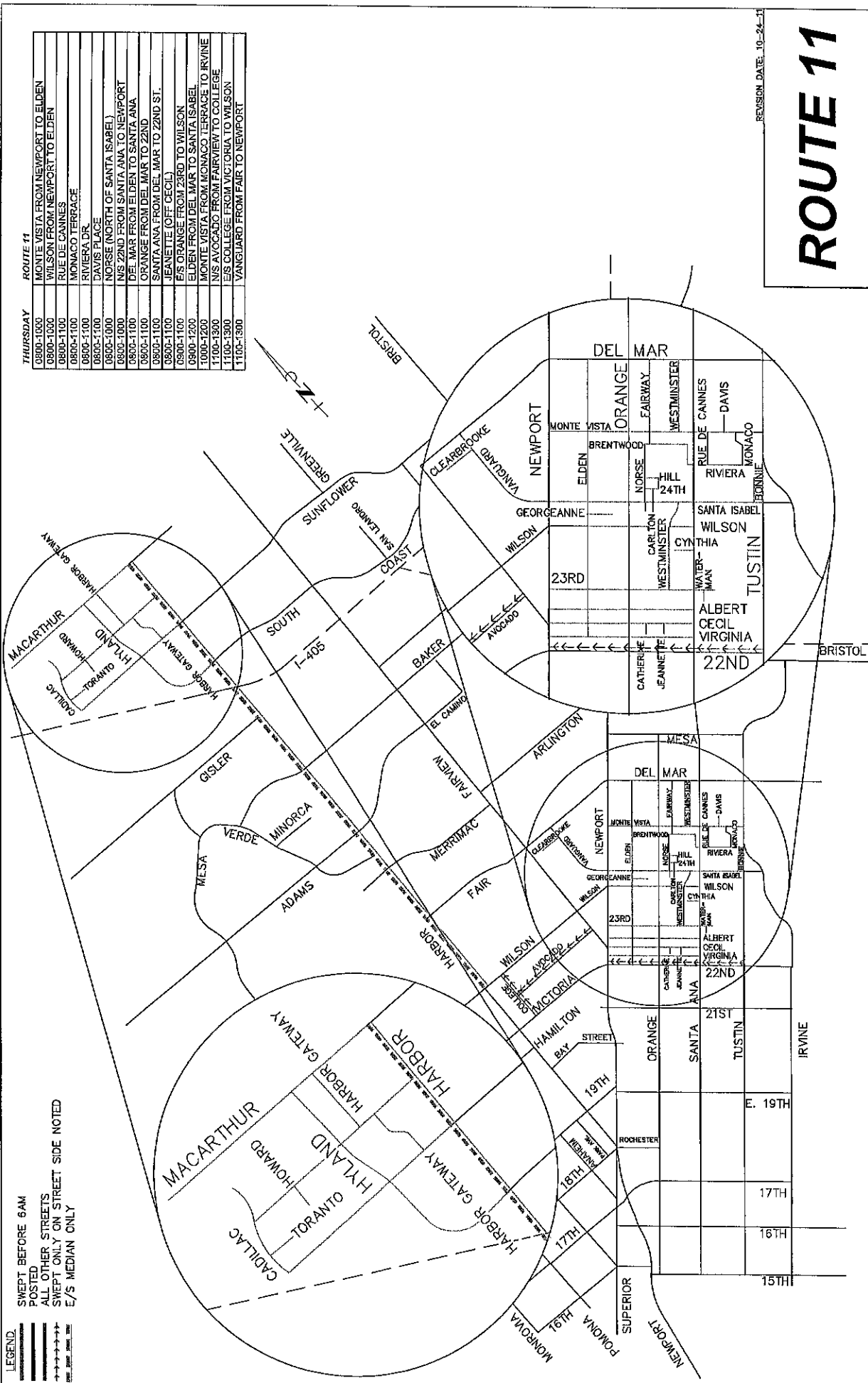
SWEEP BEFORE 6AM
POSTED
ALL OTHER STREETS
SWEEP ONLY ON STREET SIDE NOTED
MEDIAN AT CENTER ONLY

THURSDAY	ROUTE 10
0100-0300	FORD RD. FROM HARBOR TO PARSONS
0200-0400	ELM FROM HARBOR TO LEMON
0200-0400	PONDEROSA FROM HARBOR TO LEMON
0000-0400	VILLAGE WAY FROM HARBOR TO COLLEGE



REVISION DATE: 4-26-10

ROUTE 10



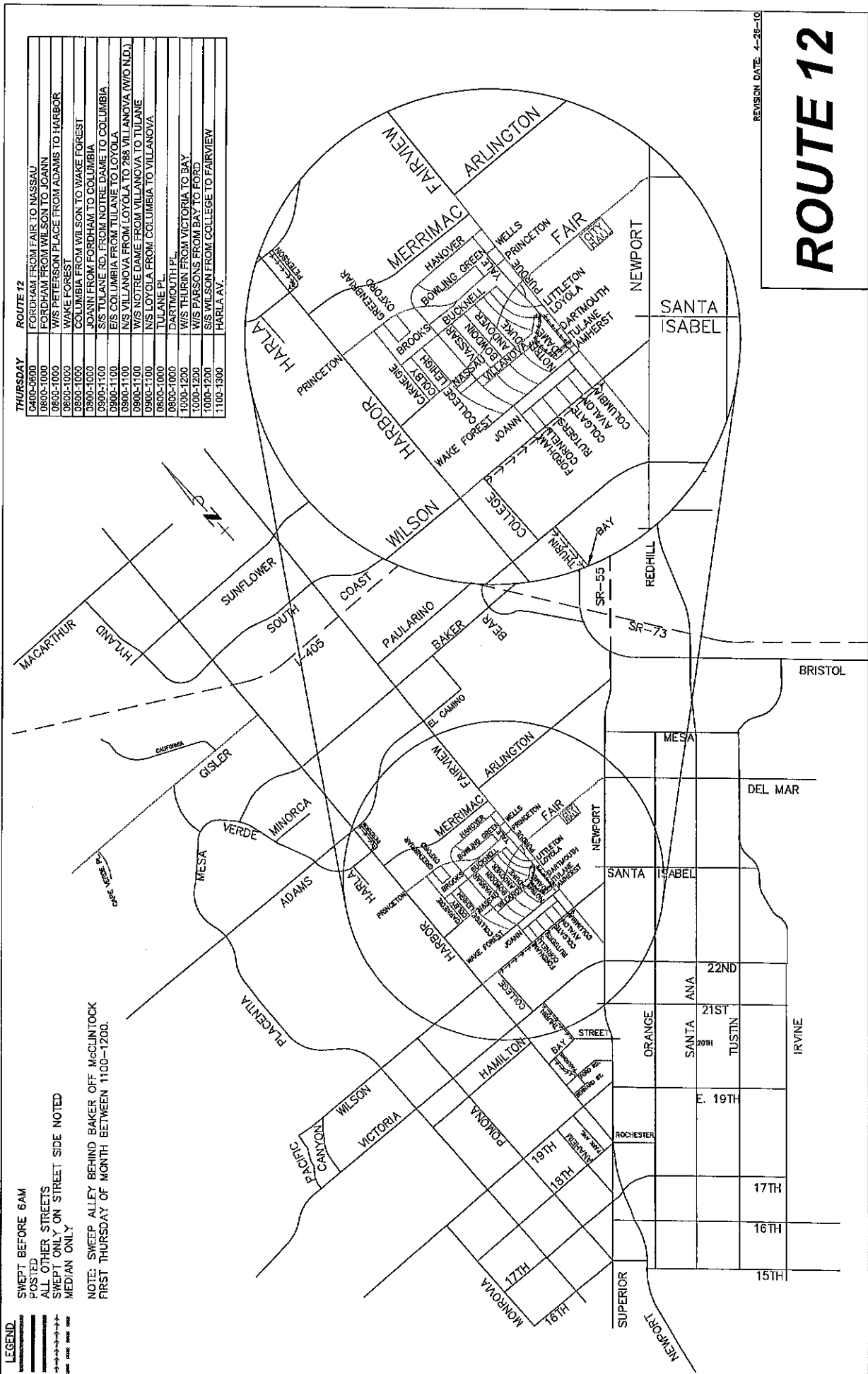
LEGEND

SWEEP BEFORE 6AM
 POSTED
 ALL OTHER STREETS
 SWEEP ONLY ON STREET SIDE NOTED
 MEDIAN ONLY

NOTE: SWEEP ALLEY BEHIND BAKER OFF MCCLINTOCK
 FIRST THURSDAY OF MONTH BETWEEN 1100-1200.

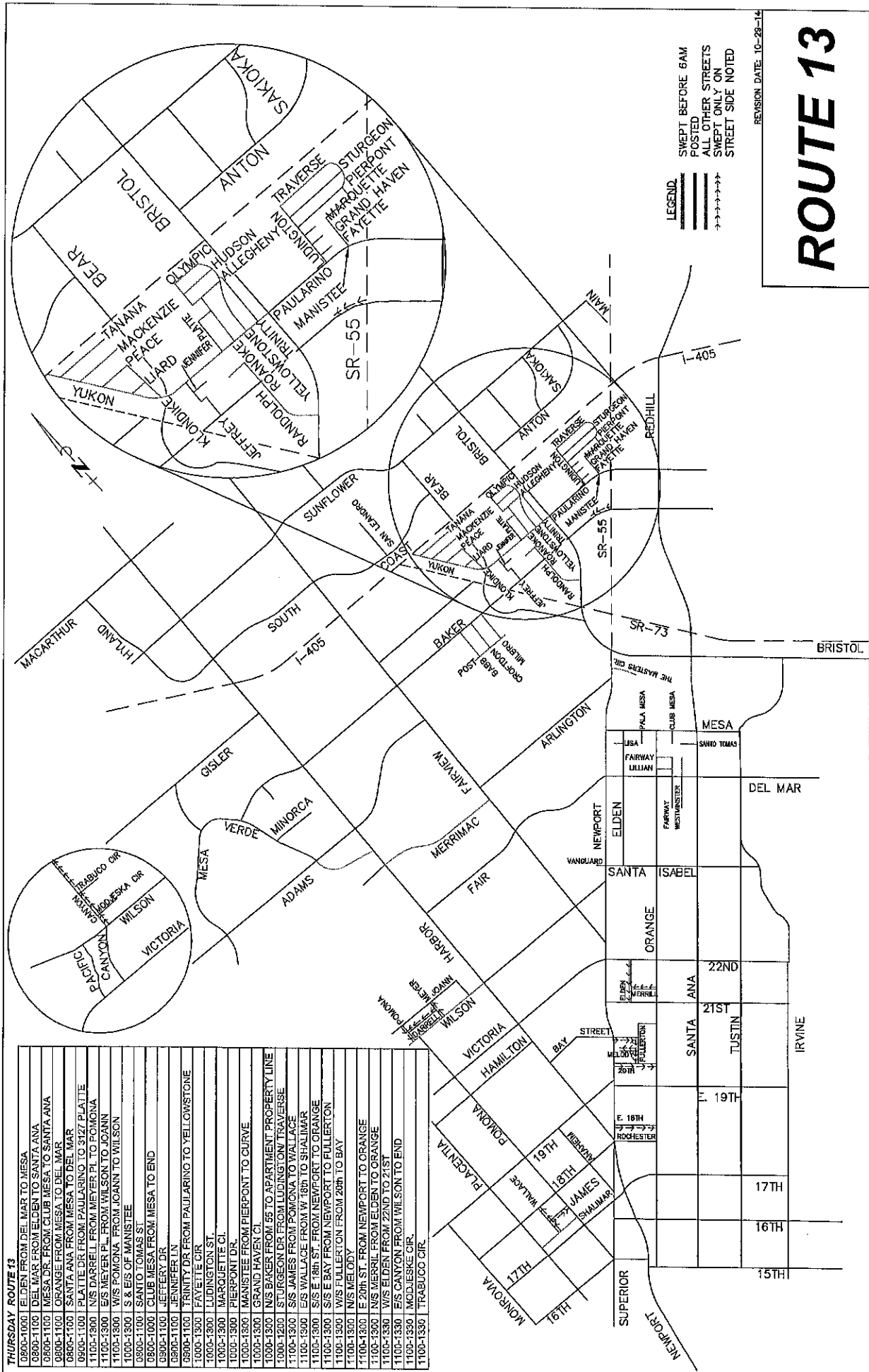
THURSDAY ROUTE 12

0400-0500	FORDHAM FROM FAIR TO NASSAU
0500-0600	FORDHAM FROM WILSON TO JOANN
0600-0700	WIS PETERSON PLACE FROM ADAMS TO HARBOR
0700-0800	WAKE FOREST
0800-0900	COLUMBIA FROM WILSON TO WAKE FOREST
0900-1000	JOANN FROM FORDHAM TO COLUMBIA
1000-1100	S/S TULANE RD. FROM NOTRE DAME TO COLUMBIA
1100-1200	S/S COLUMBIA FROM LOYOLA TO 288 VILLANOVA (W/O N.D.)
1200-1300	WIS NOTRE DAME FROM VILLANOVA TO TULANE
1300-1400	WIS LOYOLA FROM COLUMBIA TO VILLANOVA
1400-1500	TULANE PL.
1500-1600	DARTMOUTH PL.
1600-1700	WIS THURIN FROM VICTORIA TO BAY
1700-1800	WIS PARSONS FROM BAY TO FORD
1800-1900	S/S WILSON FROM COLLEGE TO FAIRVIEW
1900-2000	HARLA AV.



REVISION DATE: 4-26-10

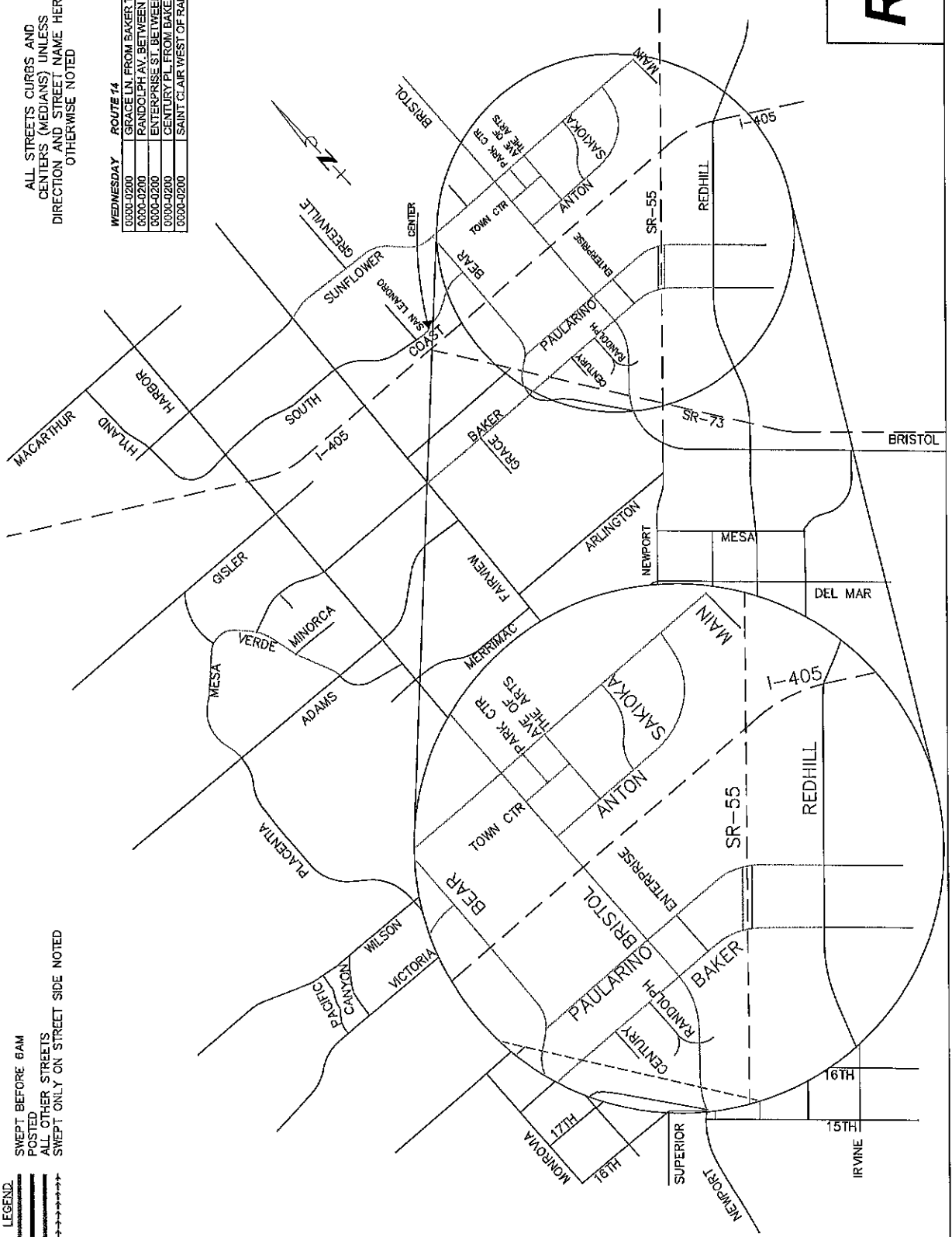
ROUTE 12



LEGEND
 SWEEP BEFORE 6AM
 POSTED
 ALL OTHER STREETS
 SWEEP ONLY ON STREET SIDE NOTED

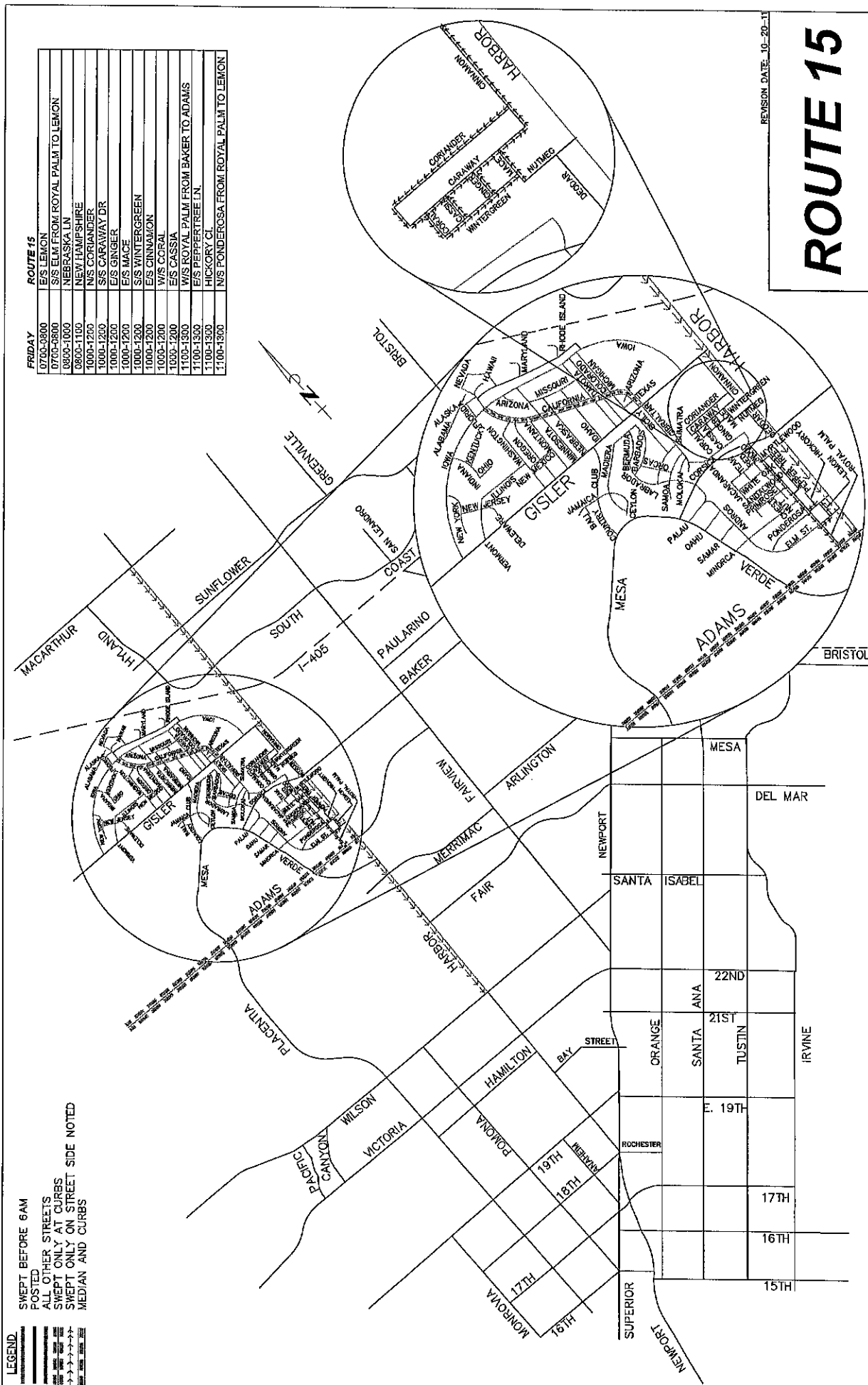
ALL STREETS CURBS AND
 CENTERS (MEDIANS) UNLESS
 DIRECTION AND STREET NAME HERE
 OTHERWISE NOTED

WEDNESDAY	ROUTE 14
0000-0200	GRACE LN FROM BAKER TO END
0000-0200	RANDOLPH AV. BETWEEN BAKER AND BRISTOL
0000-0200	ENTERPRISE ST. BETWEEN BAKER AND PAULARINO
0000-0200	CENTURY PL. FROM BAKER TO END
0000-0200	SAINT CLAIR WEST OF RANDOLPH



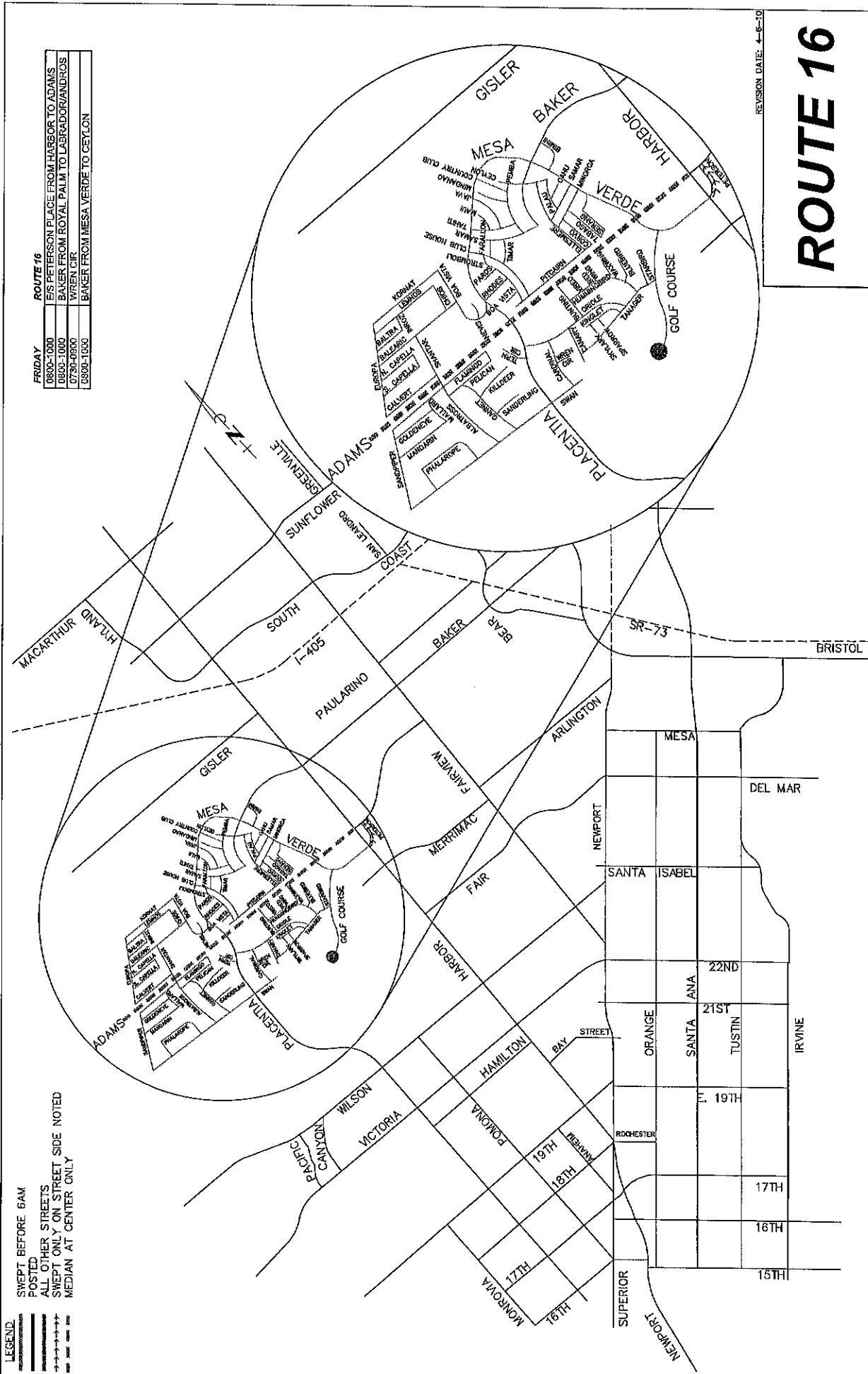
REVISION DATE: 4-26-10

ROUTE 14



FRIDAY

0800-1000	ES PETERSON PLACE FROM HARBOR TO ADAMS
0900-1000	BAKER FROM ROYAL PALM TO LABRADOR/ANDROS
0730-0800	WREN CIR
0800-1000	BAKER FROM MESA VERDE TO CEYLON



LEGEND:
 SWEEPED BEFORE 6AM
 POSTED
 ALL OTHER STREETS
 SWEEPED ONLY ON STREET SIDE NOTED
 MEDIAN AT CENTER ONLY

ROUTE 16

REVISION DATE: 4-6-10

APPENDIX B

COST PROPOSAL

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

ROUTE:	Total Annual Cost (Weekly)
Weekly Route 1 Total (211 Curb & Linear miles):	\$ _____
Weekly Route 2 Total (206 Curb & Linear Miles):	\$ _____
Weekly Route 3 Total (208 Curb & Linear Miles):	\$ _____
Weekly Route 4 Total (214 Curb & Linear Miles):	\$ _____
Weekly Extra Sweeps/Call Outs (8.65 miles):	\$ _____
Total Annual Cost	\$ _____

The Proposer agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.

Proposer is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all items installed and the Construction Documents and include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the Proposer.

The unit prices quoted by the Proposer shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

WORK DESCRIPTION	Unit Price
Cost Per Curb Mile	\$ _____
Hourly rate for special sweeps	\$ _____

Cost Proposal Amount

Total Proposal Amount:

- In written words _____
- In figures \$ _____

CONTRACTOR Lawful Name: _____

Proposer's Name: _____ Proposer's Initials: _____

PROPOSER License No. _____ Expiration: _____

PROPOSER Taxpayer I.D. Number: _____

Signature: _____ Date: _____

PROPOSER Address: _____

Telephone Number: (____) _____

Fax Number: (____) _____

24-Hour Emergency Contacts:

Telephone No.: (____) _____

Name

Telephone No.: (____) _____

Name

Telephone No.: (____) _____

Name

If the proposal is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation

Taxpayer I.D. Number: _____

Can Sign

Must Sign

Name _____

☐☐

Name _____

☐☐

Name _____

☐☐

If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the Proposer is a sole proprietorship or another entity that does business under a fictitious name, the Proposer shall be in the real name of the Proposer with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

_____	_____
_____	_____
_____	_____

APPENDIX C

PREVAILING WAGE

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

APPENDIX D

SAMPLE

MAINTENANCE SERVICE AGREEMENT

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 202_ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Contractor").

W I T N E S S E T H :

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

B. 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

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

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

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations,

Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a

progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ years, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and Services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

IF TO CITY:

Tel: _____
Attn: _____

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

Courtesy copy to:

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

6.5. Drug-free Workplace Policy. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

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

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

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

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

[Signature page follows.]

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

CONTRACTOR

Signature

Date: _____

[Name and Title]

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:

[Name]
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

[Name]
[Title]

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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.

APPENDIX E

FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution



**VENDOR APPLICATION FORM
FOR
RFP No. 26-03 STREET SWEEPING SERVICES**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-03 FOR STREET SWEEPING SERVICES** at any time after **November 8, 2022**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 8, 2022** with a City Councilmember concerning informal **RFP No. 26-03 FOR STREET SWEEPING SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

COMPANY PROFILE & REFERENCES**Company Legal Name:**

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

EXHIBIT B
CONTRACTOR'S PROPOSAL



EXCLUSIVELY FOR
COSTA MESA

STREET SWEEPING SERVICES

NOVEMBER 28, 2022

SCA OF CA, LLC
1937 W 169TH STREET | GARDENA, CA, 90247
OFFICE: 800.225.7316



August 23, 2022

Public Works Departments
City of Costa Mesa

Dear Sirs,

Enclosed is our proposal for providing a high-quality street sweeping program for the City of Costa Mesa.

This proposal contemplates following the schedule and time zones as laid out in the request for proposal. Cost proposal will be valid from July 1, 2023 thereon.

We serve more than 55 cities in southern California. We are committed to providing a high quality street sweeping program and high-quality customer service. Quality street sweeping is the primary business that SCA of CA, LLC engages in, not a secondary business endeavor.

We understand that the City of Costa Mesa is seeking quality reliable service. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am the Director of Business Development, and I will serve as the contract contact for this project. I can be reached by phone at (800) 225-7316 x108, by cell at (310) 740-1601, or by email at randerson@sweepingcorp.com.

Thank you for this opportunity. I hope we can be of service.

Sincerely,

SCA of CA, LLC
16251 Construction Cir W
Irvine, CA 92606

A handwritten signature in blue ink that reads "R. Anderson". The signature is fluid and cursive.

Rick Anderson
Director of Business Development

COMPANY INFORMATION

Business Name: SCA of CA, LLC
Physical/Mailing/Remit to Address: 16251 Construction Cir W, Irvine, CA 92606
Federal I.D. Number: 86-1931812
Business Type: LLC filing as C-corp
Telephone: (800)225-7316

Directors:

Matthew Spenser	CEO
Erin Quinn	Vice President and General Counsel
Tony Cincotta	Regional Vice President

ADDITIONAL INFORMATION

How many years has Bidder's organization been in business as a Contractor?
 49 years

Under what other or former names has Bidder's organization operated?
 CleanStreet, Inc. conversion to CleanStreet, LLC filed January 25, 2021

Has Bidder ever failed to complete any work awarded to it?
 No

PROJECT PERSONNEL

David V. Padilla Jr., Regional Manager - California
Telephone: (310)436-6510 **Email:** dpadilla@sweepingcorp.com

Jose Brito, Site Manager
Telephone: (310)538-6986 **Email:** jbrito@sweepingcorp.com

Alex Farias, Operations Manager
Telephone: (310)538-6903 **Email:** afarias@sweepingcorp.com

Cynthia Cruz, Billing Specialist
Telephone: (310)436-6512 **Email:** ccruz@sweepingcorp.com

SCA of CA, LLC is the premiere street sweeping contractor in California. With over 47 years of experience in providing street sweeping services, SCA of CA, LLC has demonstrated that it can deliver the highest quality service.

SCA of CA, LLC enjoys the best reputation in the industry because of our proven ability to provide excellent service with punctuality and dependability.

There are 10 key components that insure that all streets will be swept properly and on time:

1. Operator Training:

Our street sweeper operator training program lasts two to four weeks. New operators are evaluated by veteran drivers and the regional driver supervisor. During the Introductory Period, trainees are evaluated on safety, performance and progress. Drivers in the training program must pass multiple tests before they are permitted to work alone. Approximately one out of every three trainees is offered permanent employment.

a. Pre-employment requirements for all trainees include:

1. Clean driving record, verified by current copy of Department of Motor Vehicles H6 printout
2. No accidents
3. Strong references
4. Pre-employment physical
5. Pre-employment drug testing

2. Operator Retention:

SCA of CA, LLC has a large staff of qualified sweeper operators because we have been successful in retaining employees.

Our company policy is keeping the same operators because they have the detailed knowledge and experience that will enable them to avoid complaints.

The most common and egregious complaint I hear about other sweeping companies from their municipal clients is the constant swapping of operators.

We achieve retention through excellent pay and benefits complemented by a family friendly working environment. We are very proud of our excellent staff.

3. Equipment:

We will provide these skilled operators with new or late-model sweepers that are in excellent operating condition and appearance.

SCA of CA, LLC equips its trucks with Global Positioning Satellite (GPS) systems. All of the real-time data is monitored by SCA of CA, LLC's dispatchers. This permits SCA of CA, LLC to monitor the driver's speed, time, and location and gutter broom activity.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules. Back-up equipment is available at all times.

4. Equipment Maintenance:

A key component of an effective sweeping program is high quality equipment repairs and maintenance. Broom changes and tire repairing will be performed at SCA of CA, LLC's headquarters located in Gardena. All preventative maintenance and repairs will be performed in Gardena.

We have a staff of 16 mechanics and helpers who are expert at sweeper repair and maintenance.

We have a full inventory of parts and supplies readily available. We have all necessary tools and equipment needed to repair virtually everything on a street sweeper.

5. Back-up Sweepers:

We will have back-up sweepers available at all times. We own and operate a tremendous fleet of sweepers that gives us depth and strong resources capable of dealing with any eventuality.

6. Back-up Operators:

We have over 80 full-time sweeper operators working throughout California. We have many highly qualified operators that could come in and perform well on very short notice.

The size of our staff gives us a tremendous advantage over our smaller, less qualified competitors.

7. Supervision:

Supervision is an important component of an intelligent street sweeping program. Rick Anderson has been with SCA of CA, LLC for over 30 years and has helped the company grow and diversify in new areas.

We are fortunate to have Rick Anderson and his experience, and he will be responsible for the day-to-day management and supervision of this contract.

8. Complaint Handling:

Our operators are encouraged to take as many passes as necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than six hours.

9. Communication / Emergencies:

All administrative staff will provide the City with cell phone numbers that can be used to reach us 24 hours a day, seven days per week.

Our sweeper operators will have cell phones for your convenience.

10. Safety Program:

SCA of CA, LLC differentiates itself from the competition by having an aggressive accident prevention program. We reward our operators for accident free driving.

We have regular safety meetings with employees to remind them of the importance of working accident-free.

Our pro-active emphasis on safety makes SCA of CA, LLC a stronger, healthier company. This is good for our employees, good for our clients and essential to our containing the tremendous cost of insurance.

Public Agency: City of Fullerton	
Mailing Address: 1580 West Commonwealth Ave., Fullerton, CA 92833	
Contact: Jorge Gonzalez	Title: Streets Supervisor
Phone: 714.738.5344	Email: jorge.gonzalez@cityoffullerton.com
Scope of Work: Municipal Street Sweeping	Service Dates: 8/2019 - Current

Public Agency: City of Buena Park	
Mailing Address: PO Box 398, Buena Park, CA 90621	
Contact: Mark Perumean	Title: -
Phone: 714.522.3577	Email: mperumean@edcodisposal.com
Scope of Work: Municipal Street Sweeping	Service Dates: 6/2008 - Current

Public Agency: City of Garden Grove	
Mailing Address: 13802 Newhope Street, Garden Grove, CA 92843	
Contact: Karissa Yniguez	Title: Sr. Program Specialist
Phone: 714.741.5382	Email: karissay@ggcity.org
Scope of Work: Municipal Street Sweeping	Service Dates: 7/2006 - Current

Public Agency: City of Fontana	
Mailing Address: 8353 Sierra Avenue, Fontana, CA 92335	
Contact: Tanya Honeycutt	Title: Environmental Control Supervisor
Phone: 909.350.6772	Email: thoneycutt@fontana.org
Scope of Work: Municipal Street Sweeping	Service Dates: 11/2008 - Current

Public Agency: City of Rancho Cucamonga	
Mailing Address: 9890 Cherry Ave, Fontana, CA 9335	
Contact: Debbie Hansen	Title: Municipal Project Manager
Phone: 909.429.4200	Email: debbie@burrtec.com
Scope of Work: Municipal Street Sweeping	Service Dates: 9/2016 - Current

Public Agency: City of Ontario	
Mailing Address: 1425 S. Bonview Ave, Ontario, CA 91761	
Contact: Daniel L. Leon	Title: Public Works Supervisor
Phone: 909.395.2632	Email: dleon@ontarioca.gov
Scope of Work: Municipal Street Sweeping	Service Dates: 12/2003 - Current

Personnel

Supervisors

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project run smoothly. Our supervisors are directly involved with each account and job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

SCA of CA, LLC knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping programs is an excellent value when you consider the cost and negativity generated by complaints.

Operators

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a wonderful job in removing all leaf's, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the SCA of CA, LLC supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew

SCA of CA, LLC has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

SCA of CA, LLC knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers

The Dispatch and Operations department is the very nerve center of SCA of CA, LLC. It is from our experience that this position is very mission critical where oftentimes operational and sometimes financial decisions are made.

Our dispatchers make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep, or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

Disposal of Refuse and Debris

SCA of CA, LLC shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the County. We will haul it to a legally established area for the disposal of solid waste.

Storage facilities

SCA of CA, LLC will utilize their own storage facilities for all of the sweepers.

Equipment

SCA of CA, LLC equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by SCA of CA, LLC dispatchers. This permits SCA of CA, LLC to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as Best Management Practice BMP in storm water regulations, to get the debris off the street before it is carried into the drain system.

All street sweepers that SCA of CA, LLC will deploy will be Tymco 2009 propane powered street sweepers compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times.

In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Automated Parking Enforcement System

When requested by the Contract Manager, SCA of CA, LLC shall permit the placement of a digital camera system by a County-approved vendor in order for the private vendor to capture information from vehicles that are parked during the designated street sweeping parking enforcement hours within the parking lane. SCA of CA, LLC shall be prohibited from utilizing any images collected from this automated enforcement digital camera system (Photo Enforcement System), including license plate numbers, for any purpose other than establishing appropriate context to support the parking violation. SCA of CA, LLC shall maintain individual privacy, and shall take all steps in ensuring confidential data is handled in accordance with the Vehicle Code and any established guidelines of the County approved private vendor.

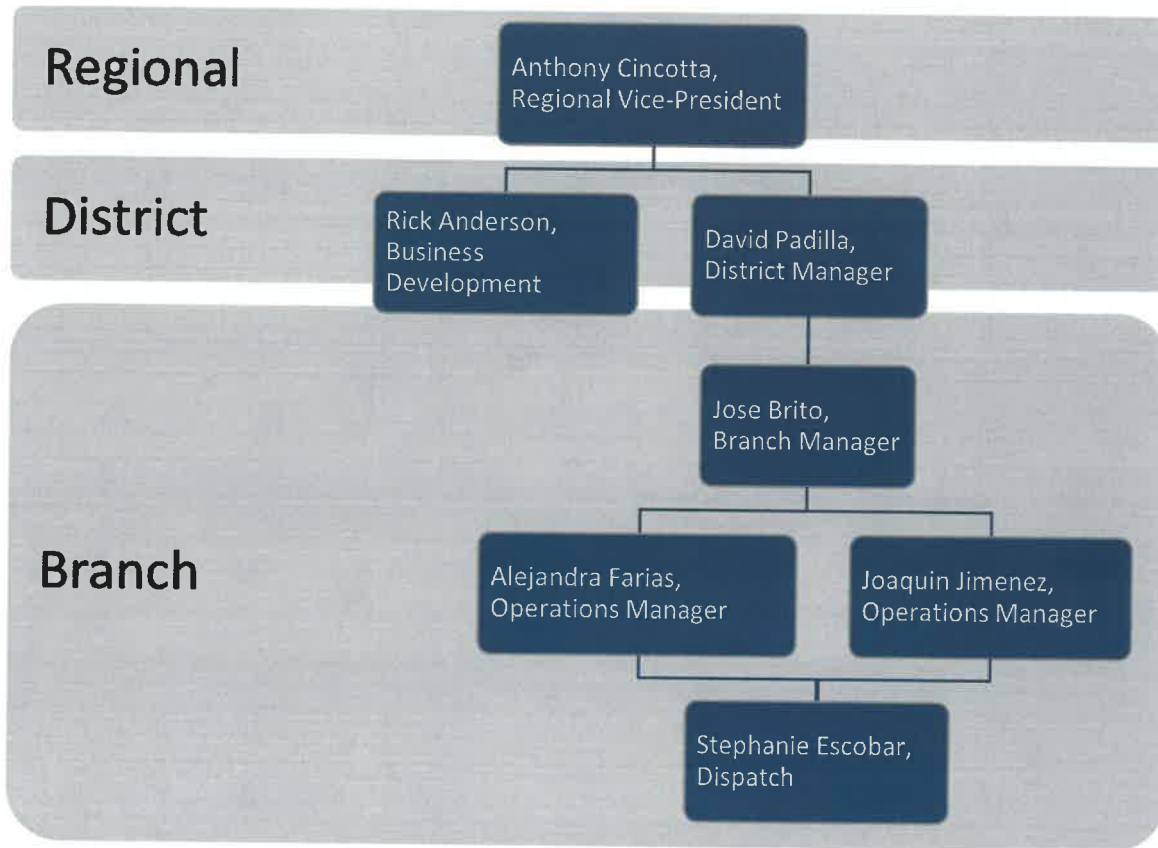
Routing

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

Reports

In order to suit the County, a tailor-made form will be created for each location awarded to SCA of CA, LLC. The following items can be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.



APPENDIX E

FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution



**VENDOR APPLICATION FORM
FOR
RFP No. 26-03 STREET SWEEPING SERVICES**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: SCA of CA, LLC (previously known as CleanStreet,
CleanStreet was acquired by SCA of CA, LLC)

Contact Person for Agreement: Rick Anderson

Title: Director of Business Development E-Mail Address: randerson@sweepingcorp.com

Business Telephone: 310.740.1601 Business Fax: -

Corporate Mailing Address: 4141 Rockside Road, Suite 100

City, State and Zip Code: Cleveland, OH 44131

Contact Person for Proposals: Rick Anderson

Title: Director of Business Development E-Mail Address: randerson@sweepingcorp.com

Business Telephone: 310.740.1601 Business Fax: -

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Matthew Spenser</u>	<u>CEO</u>	<u>216.777.2750</u>
<u>Erin Quinn</u>	<u>Vice President and General Counsel</u>	<u>216.777.2750</u>
<u>Anthony Cincotta</u>	<u>Regional Vice President</u>	<u>702.600.1223</u>

Federal Tax Identification Number: 86-1931812

City of Costa Mesa Business License Number: _____


(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 26-03 FOR STREET SWEEPING SERVICES at any time after November 8, 2022.


Signature

Date: 11/28/2022

Rick Anderson

Print

OR

I certify that Proposer or Proposer's representatives have communicated after November 8, 2022 with a City Councilmember concerning informal RFP No. 26-03 FOR STREET SWEEPING SERVICES. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None.

COMPANY PROFILE & REFERENCES**Company Legal Name:** SCA of CA, LLC

Company Legal Status (corporation, partnership, sole proprietor etc.): LLC filling as C-Corp

Active licenses issued by the California State Contractor's License Board:

Business Address: 16251 Construction Cir W, Irvine, CA 92606

Website Address: sweepingcorp.com

Telephone Number: 800.225.7316

Facsimile Number: -

Email Address: randerson@sweepingcorp.com

Length of time the firm has been in business: 49 years

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___ Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 86-1931812

Regular Business Hours: Mon - Friday 7am-4pm

Regular holidays and hours when business is closed: Memorial Day, Thanksgiving,
Christmas Day, New Year's Day**Contact person in reference to this solicitation:** Rick Anderson

Telephone Number: 310.740.1601

Facsimile Number:

Email Address: randerson@sweepingcorp.com**Contact person for accounts payable:** Cynthia Cruz

Telephone Number: 310.436.6512

Facsimile Number:

Email Address: ccruz@sweepingcorp.com**Name of Project Manager:** Jose Brito

Telephone Number: 310.200.7750

Facsimile Number:

Email Address: jbrito@sweepingcorp.com

COMPANY PROFILE & REFERENCES

(Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

****seperate sheet attached****

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

[illegible]

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

R. Anderson
Bidder/Applicant/Proposer

11-28-2022
Date

APPENDIX B**COST PROPOSAL**

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

ROUTE:	Total Annual Cost (Weekly)
Weekly Route 1 Total (211 Curb & Linear miles):	\$ <u>365,367.60</u>
Weekly Route 2 Total (206 Curb & Linear Miles):	\$ <u>356,709.00</u>
Weekly Route 3 Total (208 Curb & Linear Miles):	\$ <u>360,172.80</u>
Weekly Route 4 Total (214 Curb & Linear Miles):	\$ <u>370,562.40</u>
Weekly Extra Sweeps/Call Outs (8.65 miles):	\$ <u>14,978.60</u>
Total Annual Cost	\$ <u>1,467,791.00</u>

The Proposer agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.

Proposer is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all items installed and the Construction Documents and include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the Proposer.

The unit prices quoted by the Proposer shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

WORK DESCRIPTION	Unit Price
Cost Per Curb Mile	\$ <u>33.30</u>
Hourly rate for special sweeps	\$ <u>185.00</u>

Cost Proposal Amount**Total Proposal Amount:**

- In written words one million four hundred sixty-seven thousand seven hundred ninety-one dollars
- In figures \$ 1,467,791.00

CONTRACTOR Lawful Name: SCA of CA, LLCProposer's Name: Rick Anderson

Proposer's Initials: _____

PROPOSER License No. N/AExpiration: N/APROPOSER Taxpayer I.D. Number: 86-1931812Signature: R. AndersonDate: 11/28/2022PROPOSER Address: 16251 Construction Cir W, Irvine, Ca 92606Telephone Number: (310) 740.1601Fax Number: ()**24-Hour Emergency Contacts:**Jose BritoTelephone No.: (310) 200.7750

Name

Rick De AndaTelephone No.: (949) 551.5151

Name

Telephone No.: ()

Name

If the proposal is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ CorporationTaxpayer I.D. Number: 86-1931812

Can Sign

Must Sign

Name Matthew Spenser CEO☒☐Name Erin Quinn Vice President☒☐Name Tony Cincotta Regional Vice President☒☐

If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the Proposer is a sole proprietorship or another entity that does business under a fictitious name, the Proposer shall be in the real name of the Proposer with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

_____	_____
_____	_____
_____	_____

EXHIBIT C
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 23-1190

Meeting Date: 5/2/2023

TITLE:

CONSIDERATION OF MODEL FLYING ACTIVITY AT FAIRVIEW PARK

DEPARTMENT: PARKS & COMMUNITY SERVICES

PRESENTED BY: JASON MINTER
PARKS AND COMMUNITY SERVICES DIRECTOR

CONTACT INFORMATION: JASON MINTER
PARKS AND COMMUNITY SERVICES DIRECTOR (714) 754-5065

RECOMMENDATION:

Staff recommends that an environmental compatibility and biological resource assessment be completed by MIG Consulting LLC, as envisioned by the Fairview Park Master Plan Update, including the existing flying field location and/or other potential locations at Fairview Park, and that the temporary suspension of flying field activity be continued until such assessment is completed, due to current biological activity at the site.

BACKGROUND:

Since 2019, the City Council, staff, the Fairview Park Steering Committee (FVPSC), and the public have engaged in an extensive effort to evaluate the operation of model aircraft activities at Fairview Park. This review included over twenty dedicated public meeting discussions throughout a combination of City Council meetings, PACS Commission meetings, Fairview Park Steering Committee meetings, and a series of dedicated outreach meetings to specifically consider issues and concerns related to model aircraft operations at the park.

In September 2021, the model aircraft activity was brought before City Council to consider potential alternatives for the activity. The result of this discussion included City Council direction to evaluate the flying activity during the Master Plan update, consider other sites, and permit only gliders going forward. In addition, the City Council direction discussed the need to update the applicable flying policies and documents, prevent impacts to protected habitats and resources, provide mitigation measures for the protected areas, and account for environmental concerns during the policy update process.

On March 21, 2023, staff brought this item back to the City Council for further consideration due to additional concerns related to environmental compatibility issues and continued requests from the Harbor Soaring Society to reinstate its flying field operations with gliders only. At the March 21, 2023, public meeting, the City Council voted to continue the discussion to a future City Council meeting to provide more time to consider all options.

Given the complexity of the issues under consideration, staff recommends a formal environmental assessment be conducted by MIG Consultants, LLC, and any other experts, as needed, as part of the Fairview Park Master Plan, to identify all viable options for preserving protected habitats and species while resuming flying field operations, if possible.

ANALYSIS:

The Harbor Soaring Society has been flying at Fairview Park for more than 5 decades, and for over 20 years at the current flying field location. This recreational activity has been a favorite for some park users, including those that just like to watch the planes fly. Over the years the nature of the flying activity has changed, evolving from gliders over the bluffs to the graded flying field that exists today. These changes, along with the identification of protected species, including both flora and fauna, have forced the compatibility conversation in terms of whether or not the activity of flying is compatible with the sensitive habitat in which the field occupies.

Another major change that took place was the closure of the flying field due to the COVID-19 pandemic. As the flying field was closed, along with all City parks for health and safety reasons, it provided an unexpected opportunity for natural habitat to return to the area. As recently as March 2023, there have been sightings of the Burrowing Owl, a federally listed endangered species at multiple sites throughout the park. While Burrowing Owls have been seen at Fairview Park over the years, their presence was mostly limited to the east side of the park and not close to or adjacent to the existing flying field. This is one example of a change in the habitat that has occurred since the U.S. Department of Fish and Wildlife made recommendations in 2019 regarding modifications to flying field operations that could be made to help preserve sensitive habitats at the time. With the return of the Burrowing Owl and other plants and species to areas west of Placentia Ave. during the pandemic, it is unclear whether those earlier recommendations would still suffice.

Since late 2021, staff has worked with the Harbor Soaring Society (HSS), community interest groups, stakeholders, and the Fairview Park Steering Committee (FVPSC) in an effort to fulfill the direction to evaluate flying activity as part of the Master Plan update, consider other sites, and account for modifications to the model flying documents and policies to allow only gliders. In January 2023, the Professional Services Agreement was awarded to the selected consultant (MIG) to lead the Master Plan update.

The Master Plan update will include a comprehensive analysis of Fairview Park featuring the following components:

- Historical summary/review of existing documentation
- Community outreach
- Resource assessment and analysis of existing conditions
- Environmental compliance

Staff are now two months into the Master Plan update process that started in February with a kick off meeting. MIG has a team of biologists, ecologists, archaeologists, regulatory specialists, and engineers, that will be performing intensive studies of Fairview Park, including a CEQA analysis that is required for completion of the Master Plan Update.

Included in this report are recommendations from regulatory agencies as to the compatibility of model aircraft flying and the sensitive habitat at Fairview Park. Specifically of note, the U.S. Fish and Wildlife Service in 2019 provided guidance to City staff that model aircraft activities (including gliders) should avoid flying over and landing in sensitive resource areas (Attachment 1). Importantly, nearly all of the Fairview Park mesa west of Placentia Ave. has been designated as biologically sensitive since the Master Plan was adopted (FVPMP 1998; Attachment 2), which highlights the asserted incompatibility with the previous HSS flight operational area that overlaps the mesa, bluffs, vernal pools, coastal sage scrub, and other biologically sensitive areas. The California Department of Fish and Wildlife has also expressed support for full flying field closure in March 2023, due to the breadth of significant biological resources which are adversely impacted by model aircraft activity (Attachment 3).

Should the Council support the staff recommendation for an environmental compatibility and biological resource assessment to be completed by MIG, including the existing flying field location and/or other potential locations at Fairview Park, and that the temporary suspension of flying field activity be continued until such assessment is completed due to current biological activity at the site, Staff will continue coordinating with HSS to evaluate potential mitigation measures or alternative options for glider flying activity at other sites. In addition, staff will continue to explore further collaboration with HSS on reserving City facilities to host youth STEM activities related to aviation, to promote cross-branding between Fairview Park STEM activities and Harbor Soaring Society's aviation and STEM activities, and to collaborate with other flying fields to find partnership opportunities for Costa Mesa residents.

Fairview Park Steering Committee Recommendation

On April 13, 2023, at their regularly scheduled meeting, the Fairview Park Steering Committee developed a recommendation for the City Council, which summarized their concerns regarding model aircraft activity at Fairview Park. The following recommendation was approved by the Committee:

“Fairview Park is a unique and valuable natural resource. Based on the three-year history of evaluation and decisions made by staff and this committee, this committee supports the staff recommendation to City Council on March 21, 2023 that “recommends that City Council permanently close the Fairview Park model aircraft flying field and terminate the model aircraft individual flyer permit system due to outstanding environmental constraints, safety issues, and infeasibility with required resource protection measures at the site.” The Fairview Park Steering Committee is in support of restoration goals and opportunities for science and education.”

The Committee approved the recommendation 6-1, with the action included in the unofficial excerpt of minutes from the meeting (Attachment 4).

ALTERNATIVES:

The City Council could choose to reinstate the flying field to gliders in the current location west of Placentia Avenue. This option is not recommended by staff due to the aforementioned concerns related to biologically sensitive habitats, and endangered species impacts. If the flying field were to be reopened in the existing location, operations would need to be limited to specific flying dates, with

biological monitoring and other measures in place to mitigate impacts to the environment. Resumption of flying activities on the west side would also be contingent upon having City issued flying permits for all operators. Staff recommends that the permit be issued to the Harbor Soaring Society as the umbrella organization for fly field activity, much like the permit issued to the Orange County Model Engineers (OCME) for train related activities at the park.

FISCAL REVIEW:

The fiscal impacts of these actions will vary based on the direction given by City Council. Nesting surveys typically cost \$700 to \$2,000 based on the scope of the survey. Park Rangers are currently scheduled for weekend patrols, however any dedicated assignments would alter coverage at other parks.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the Public's Safety and Improve the Quality of Life
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Due to the current biological conditions at the existing flying field location, staff recommends that a formal environmental compatibility and biological resource update assessment be completed in order to determine the compatibility of any flying activity at the existing or other potential locations at Fairview Park. This analysis would determine what the appropriate measures would be to allow proper protection of the natural resources should flying resume.

Therefore, staff recommends that an environmental compatibility and biological resource assessment be completed by MIG Consulting LLC, as envisioned by the Fairview Park Master Plan Update, of the existing flying field location West of Placentia Ave, and/or other potential locations at Fairview Park, and that the temporary suspension of flying field activity be continued until such assessment is completed, due to current biological activity at the site.

From: Medak, Christine [mailto:christine_medak@fws.gov]
Sent: Wednesday, June 26, 2019 4:13 PM
To: Ian Hendricks <hendricksia@sbcglobal.net>
Cc: D'AGOSTA, CYNTHIA <CYNTHIA.DAGOSTA@costamesaca.gov>; edtail1@cox.net; Jonathan Snyder <jonathan_d_snyder@fws.gov>
Subject: Re: [EXTERNAL] Fairview Park and Harbor Soaring Society Agreement

Hi Kim,

Unfortunately by the time I received the information from the City about the permit (one week before the meeting). I had too many other projects on my plate to be able to complete a detailed review of the ordinances for the USFWS; however, I did talk directly to Cynthia D'Agosta and Scott Thomas (Sea and Sage Audubon) before the meeting and shared the following concerns/recommendations verbally with them:

- 1) Because the City is issuing permits to allow the operation of model planes within the park they will also be responsible should take of Federally listed species occur in association with these activities. For example, if the planes cause disturbance to nesting gnatcatchers in a manner that results in abandonment of an active nest then we would consider this a potential violation of Section 9 of the Endangered Species Act that can be referred to our Law Enforcement Division. It was my understanding that the permits would explicitly limit planes from flying over the canyon area where the gnatcatcher was most recently found nesting, but I do not see this stated in the permit. It is not clear how the permit holders will know which resources they need to avoid because only a portion of the park is shown on the figure that I was provided by the City and it does not properly show the hydrological connection between vernal pools 1 and 4.
- 2) We recommended that the City provide sufficient policing to ensure the permit conditions are followed. We also recommended that the permit holders clearly display the permits (i.e., like a fishing license) so that the City can ensure only permitted individuals, that are aware of the locations of sensitive resources, are allowed to fly model planes in the park.
- 3) Although we do not know the exact limit of noise that can be tolerated by various bird species, we do know that loud noises cause disturbance to birds. We recommended that the City discuss with the Harbor Soaring Society the best method for determining which planes should be limited up front (e.g., limit planes to those that emit less than x decibels). It is our understanding that the City plans to conduct a study of the behavior of birds in response to various types of planes and we asked for an opportunity to review the proposed study. We remain concerned that it will be difficult to evaluate the disturbances and determine which planes are appropriate on a quantitative basis, unless a study is also conducted of the behavior of birds when no planes are flying.

4) We pointed out that while the ordinance is silent on the presence of sensitive resources in the park. We recommended that the ordinance acknowledge the presence of sensitive resources and clarify the need to avoid flying over or landing in sensitive resource areas (e.g., vernal pools, coastal sage scrub, wetlands/riparian vegetation).

5) We recommended that the specific area allowed for launching planes is designated on a map and that disturbance is limited to the minimum area necessary to launch the permitted planes. This area should not be within wetland habitat (i.e., both because it is difficult to use a launch pad full of water and because of the impacts to aquatic resources) and should provide the maximum buffer possible from the basin of Vernal Pool 1. I am not familiar with the amount of area that is needed so I cannot speak to a particular size. Please see the attached figure for the previous area that we approved to be cleared by the Harbor Soaring Society.

6) In the past we have discussed with both the Harbor Soaring Society and the City that it is important to stay out of the vernal pools when they are wet due to the potential for trampling listed species and the alteration of hydrology that occurs when walking on wet ground (see attached email correspondence). For this reason, we specifically requested that the Soaring Society not have access to the winch (which is located within vernal pool 1) during the wet season. We discussed fencing this area off and only allowing access during the dry period of the year. I do not see any mention of this in the permit language.

While impacts to biological resources continue as a result of both authorized and unauthorized activities within Fairview Park, we would be hesitant to go down the path of developing a Habitat Conservation Plan and providing an incidental take permit to the City, as suggested by Sea and Sage. The City has accepted mitigation and grant funding to restore habitats in the park for the benefit of Federally Listed Species. Mitigation was provided in the park to offset impacts to resources that occurred somewhere else. It would not be appropriate to then permit uses that are expected to degrade those mitigation sites within the park.

We agree that the actions of the City do not align with the Master Plan; however, our plan is to continue to coordinate with the City to improve the condition of park resources. It is our understanding that vernal pools 5 and 6 will be restored this year. We are hopeful that the public perception of the park will change as conditions of resources improve and as the public is educated about the rarity of the resources in the park (e.g., through educational signs and nature tours).

Please feel free to call if you have any questions regarding this message.

Christine L. Medak
Fish and Wildlife Biologist
U.S. Fish and Wildlife Service
2177 Salk Avenue, Suite 250
Carlsbad, CA 92008
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"I'd like to offer a plug for actually having the natural processes instead of having to simulate them."

— Nadav Nur, PRBO Conservation Science

On Wed, Jun 26, 2019 at 12:01 PM Ian Hendricks <hendrickskia@sbcglobal.net> wrote:
Hi Christine,

Big disappointment for me last night regarding the Harbor Soaring Society agreement being passed by city council. I kind of expected it based on the city's usual actions in Fairview Park.

One thing that came up last night was that USFW had not given any official response regarding the agreement. A city council member asked the Fairview Park Administrator if USFW had given an official response regarding the agreement and the answer was, "No". Is this true? If so, why not?

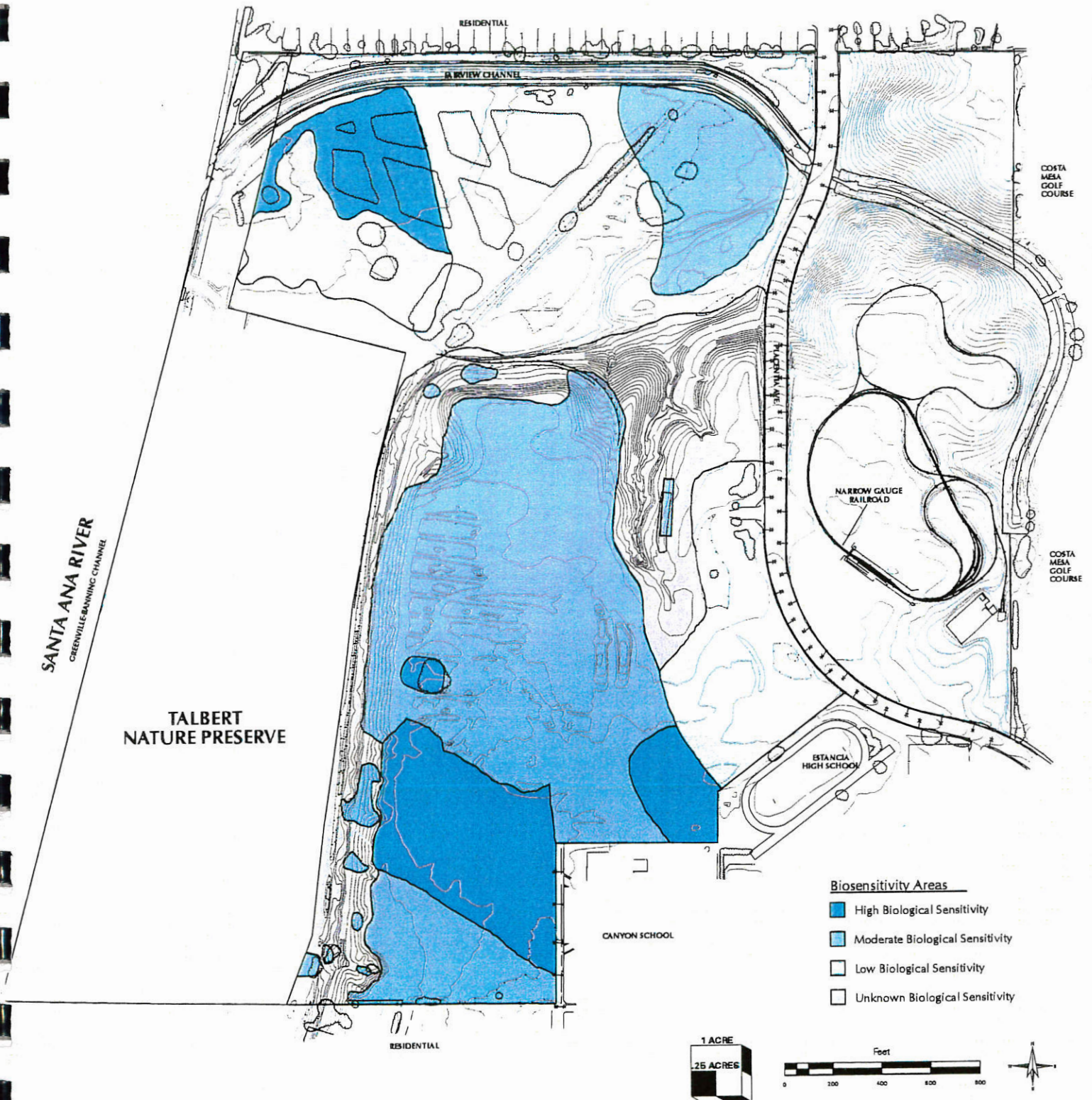
Have you seen that the runway was graded next to a vernal pool (250 feet according to city measurements last night). It has been graded multiple times since 2005. I sent you the pictures but can send them again if you'd like.

Also, did you know that the runway isn't even supposed to be where it currently is? The Fairview Park Master Plan (FPMP) indicates the Silent Glider Land/Launch site to be next to the bathrooms near the lawn. It isn't. Doesn't the FPMP still hold some meaning for USFW? It doesn't seem to have that much importance with the city, in fact, they completely ignored the location being wrong last night. I did bring it up. The FP Administrator said she had been talking with USFW but nothing official - she didn't say that it wasn't even liked by USFW. Is it okay to keep flying, taking off and landing next to the vernal pools. Also, next to vernal pool 7 more space has been graded as well as a result of where they took out the wrongly placed cement posts from last year.

Please tell me what USFW thinks - it was presented like it was no big deal and USFW is talking with the administrator and everything is okay. It doesn't look okay out there.

Thank you,
Kim Hendricks

You can watch that part of the city council meeting on YouTube if you'd like to hear what was said by the FP Administrator.



Katzmaier Newell Kehr
Architecture Landscape Architecture Planning

CITY OF COSTA MESA
FAIRVIEW PARK MASTER PLAN

BIOSENSITIVITY MAP

Robert Bein, William Föst & Associates
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14725 ALTON PARKWAY, IRVINE, CA 92618
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From: [Turner, Jennifer@Wildlife](mailto:Turner.Jennifer@Wildlife)
To: [DALTON, KELLY M.](#)
Subject: Fly Field Closure
Date: Monday, March 20, 2023 11:51:09 AM
Attachments: [Draft FVP Flying Field Closure Report March 2023.docx](#)

Hello Kelly,

In response to our conversation a few weeks ago and our most recent email exchange, CDFW would be supportive if the City was to eliminate the model aircraft flying activity in Fairview Park. As a State Trustee Agency for natural resources sees the current activities at Fairview Park as potentially adverse to a variety of sensitive plant and wildlife species as well as valuable habitat types, including vernal pools, coastal sage scrub, and riparian vegetation. Currently, the designated model aircraft flying area directly overlaps with these habitats.

Sensitive wildlife species are found in and adjacent to the designated flying area, including burrowing owl (*Athene cunicularia*; CDFW Species of Special Concern (SSC)), white-tailed kite (*Elanus leucurus*; Fully Protected), northern harrier (*Circus hudsonius*; SSC), coastal California gnatcatcher (*Poliophtila californica californica*; SSC, Federal Endangered Species Act (ESA) listed-threatened), San Diego fairy shrimp (*Branchinecta sandiegonensis*; Federal ESA listed-endangered), and Riverside fairy shrimp (*Streptocephalus woottoni*; Federal ESA listed-endangered). Sensitive plant species in and adjacent to the flying area include San Diego button celery (*Eryngium aristulatum* var. *parishii*; California Endangered Species Act listed-endangered, Federal ESA listed-endangered, California Rare Plant Rank (CRPR) 1B.1), Orcutt's grass (*Orcuttia californica*; Federal ESA listed-endangered, CRPR 1B.1), , prostrate navarretia (*Navarretia prostrata*; CRPR 1B.2), and small-flowered microseris (*Microseris douglasii* ssp. *platycarpa*; CRPR 4.2).

CDFW would like to express our support for full closure of the flying field due to impacts to sensitive biological resources. Small, unmanned aircraft have high potential to disturb sensitive avian species and can cause physiological stress and decreases in reproduction and survival (Mulero-Pázmány et al., 2017). We are especially concerned about impacts to raptor species which forage on the mesa near the flying field and may mistake a model craft for a competing predator. Smaller birds such as coastal California gnatcatcher may also identify craft as birds of prey; similar instances with other species have occurred locally. For example, in 2021, a drone crash led to the abandonment of approximately 1,500 elegant tern nests at CDFW-owned-and-managed Bolsa Chica Ecological Reserve, only seven miles northwest of Fairview Park. We are concerned that continued operation of the flying field could lead to similar direct and indirect impacts to sensitive avian resources there.

Fairview Park supports one of the last coastal terrace vernal pools complexes in Orange County. Conservation and management of the San Diego fairy shrimp and its habitat in Fairview Park and other vernal pool complexes in the Los Angeles Basin-Orange Management Area is one of the criteria identified for recovery of the San Diego fairy shrimp in the U.S. Fish and Wildlife Service's Recovery Plan for Vernal Pools of Southern California. Vernal pools in Fairview Park also support several plant species that are locally rare (City 2008; Chung 2010). Model aircraft activity at the flying field results in degradation of vernal pool habitats at Fairview Park when uncontrolled landings and associated vegetation trampling occur. For the above reasons, CDFW would be in support of a closure which

would eliminate this source of pedestrian disturbance for the sensitive habitats present on site.

If you have any questions or comments regarding this email please contact me directly.

Sincerely,

Jennifer Turner

Senior Environmental Scientist (Supervisor)

California Department of Fish and Wildlife

South Coast Region 5

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San Diego, CA 92123

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Excerpt of April 12, 2023 Unofficial Fairview Park Steering Committee Meeting Minutes

NEW BUSINESS:

1. MODEL AIRCRAFT ACTIVITY AT FAIRVIEW PARK

Mr. Minter presented.

Committee member D'Agosta questioned why item is considered new business.

Mr. Minter clarified it was to ensure committee would like to reinforce current position regarding aircraft activity and whether focus has changed amongst the committee.

Councilmember Reynolds encouraged recommendation from committee to present to council.

Committee member Garcia questioned what new information was provided in report.

Mr. Minter explained report was to provide further interpretation of intentions of documents received from regulatory agencies.

Committee member D'Agosta supported staff position and report. Requested that staff compile a report of previous committee decisions to provide awareness to new members of committee history.

Mr. Minter asked if Committee member Garcia would like to recuse himself from discussion.

Committee member Garcia announced he would be staying on discussion as a patron.

Vice Chair Roberts expressed support to Committee member Garcia's involvement.

Councilmember Reynolds agreed with Committee member Garcia participating as a voting member.

Committee member D'Agosta advocated that committee members must learn about past voting decisions made regarding the fly field.

Supplemental item received by Chair Campbell is hyperlinked on the agenda item #2A.

Committee takes a 5-minute break commencing at 7:01pm and concluding at 7:06pm.

Chair Campbell presented past committee decisions regarding the outline history of model aircraft activity from July 2019 to August 2022. Expressed the intention was to recall the 3-year discussion and motions.

Councilmember Reynolds enters at 7:11pm.

Committee member Garcia pointed out flying areas within vernal pools.

Committee member D'Agosta questioned intention of committee and whether intentions are to restore and respect nature. Brought fourth that in the past, other activities and events have been removed from the park due to incompatibility evaluations such as the civil war, cattle ranch, races, etc. Mentions that the City has committed themselves to restoring the park.

Committee member Garcia questioned what the park is restoring back to and why are train activities allowed.

Committee member D'Agosta responded that the intent is to restore areas with endangered animals and plants.

Committee member Baume expressed support for recommendation. Mentioned no other park in Costa Mesa allows for aircraft activity.

Chair Campbell stated Fairview Park should be exceptional and not the exception.

Committee member Garcia quoted Municipal Code regarding flying aircrafts in Fairview Park.

Mr. Minter reminded the committee that a motion would be needed.

Councilmember Chavez enters at 7:20pm.

Committee member McClain reiterated that a vote would be needed and agreed with staff report. Declares that aircraft activity is not compatible with restoration plans. Proposes to move forward with current recommendation.

Vice Chair Roberts: Advocated that committee utilize staff recommendation from March 21, 2023 City Council report as a motion.

Councilmember Chavez exits at 7:23pm.

Chair Campbell presents including additional objectives to support staff recommendation.

Committee member D'Agosta agrees with staff recommendation and adds that

recommendation is made on the basis of previous committee history and decisions.

Mr. Minter questioned whether the committee would include East side evaluation.

Committee member Garcia expressed there is a serious issue on the East side of the park.

Chair Campbell suggested that HSS return with more information regarding claim.

Committee member Garcia shared history of HSS utilizing Fairview Park as the home of flying fields but acknowledges this area may not always be available. Said they would hope to use zone until another location is found.

Committee member D'Agosta suggests the East side be evaluated during the master plan updates. Expressed her disbelief of HSS relocation efforts and does not support flying due to environmental issues. States that in a 3-year period, the habitat has changed and needs to be reassessed and reevaluated.

Committee member Garcia expresses the committee may risk their image if they ban aircraft activity.

Public Comment:

Wendy Leece: Stated that the fly field intrudes into the vernal pools. Expressed that the public trusts the committee to protect Fairview Park and it is the responsibility of the committee to protect the habitat.

Henry Smith: As a member of the Harbor Soaring Society, banning the fly field would not be serving the people of Costa Mesa. Claimed most of the damage at the park has been done by the city. Stated that Fish and Wild life knew of active flying activity before shrimp were found.

Chair Campbell begins to address the verbiage of the motion.

Committee members talked amongst themselves to clarify verbiage and sentence structure of the motion.

Vice Chair Roberts shares respect and wants HSS in another area within the county and suggests the committee will be receptive to providing support.

MOTION/SECOND: Vice Chair Roberts made a motion:

Fairview Park is a unique and valuable natural resource. Based on the three-year history of evaluation and decisions made by staff and this committee, this committee supports the staff recommendation to City Council on March 21, 2023 that "recommends that City Council permanently close the Fairview Park model aircraft flying field and terminate the model aircraft individual flyer permit system

due to outstanding environmental constraints, safety issues, and infeasibility with required resource protection measures at the site.” The Fairview Park Steering Committee is in support of restoration goals and opportunities for science and education.

Seconded by Committee member McClain.

The motion carried by the following roll call vote:

Ayes: Committee member Baume, Committee Member D’Agosta, Committee member Fuqua, Committee member McClain, Chair Campbell

Nays: Committee member Garcia

Absent: Committee member Crecelius and Committee member Glover

Motion Carried: 6 – 1

Members of the Costa Mesa City Council

Mayor Peter Buffa
Mayor Pro Tem Gary Monahan
Council Member Joseph Erickson
Council Member Libby Cowan
Council Member Heather Somers

Fairview Park Citizens Advisory Committee Members

Richard Mehren, Chairperson
Gilbert Collins
Linda Feffer
Judith Geilow
Jeff Martin
Nancy Palmer
Steven Velasco

GENERAL GOALS STATEMENT FOR FAIRVIEW PARK

The following brief statement describes the Fairview Park Citizens Advisory Committee general plan for Fairview Park. It can and should be read by any individual or group prior to their presentation of any proposal for activities or facilities within Fairview Park.

The Master Plan for Fairview Park is the outcome of the Committee's conceptual theme best described with the general term "passive use". This will include trails for pedestrians, runners and bicyclists. Areas will be developed with appropriate vegetation and physical conditions to create and enhance varied native habitats such as grassland, woodlands, riparian, alluvial scrub, sand dunes, coastal sage and vernal pools. Preservation of the archaeological sites will also be a top priority. Included in this concept, in addition to trails and restoration of native habitats, will be some turfed areas for picnicking, resting, children's play, and individual and small group non-organized sports activities. Special activities and facilities with appropriate educational and recreational value, such as a small museum complex, will be considered as compatible with other uses and space allocations.

No commercial ventures are encouraged within the park, and any fund raising activities within the park by any organization should require approval by the City Council.

Group activities such as track meets, kite flying, model airplanes, team games, or educational programs are to be confined to the designated trails or turfed areas.

This is in keeping with a major concern of the Committee which is the enhancement and protection of the native flora and fauna within the park. To this end, nonobtrusive signs and fencing will be used as well as the enforced leash laws.

*The Fairview Park Citizens Advisory Committee
August 20, 1997*

1. EXECUTIVE SUMMARY

INTRODUCTION

"The site could be planned as the City's premier park, to include a wide diversity of recreational opportunities encompassing natural passive park land. The Master Plan for this site must address the distinctive character of the location and its adjacencies providing a park with unique citywide significance. The Santa Ana River, Talbert Nature Preserve, and the bordering school properties all should influence the park design and layout. In addition, the park contains important cultural and natural features which should be planned for future protection."

*City of Costa Mesa Parks, Recreation, and Open Space Master Plan
January 1996*

This statement from the recently completed planning document well states the challenge for Fairview Park. The consultant team has operated on the premise that the text should have the insertion of "shall" in place of "could" as the third word: for the community is aware of the high potential for this rare open space. Through this Master Plan the citizens of Costa Mesa and their elected officials determine the course of planning for this land, which will affect the lives of many generations of residents. The consultant team has endeavored to create a Master Plan, which insures that the needs of the community are met, and that the great potential for the site is realized.

The site is unusual not only for its impressive bluff top location and interesting rolling hills, but for the story that it can tell of: Native American civilizations, wildlife and its habitat, unusual and subtle natural features, and our aspirations as urban dwellers to provide spaces for previously dominant living systems to continue to function. The promise of restoration built upon the existing remnant wildlife habitat, opportunities for discovery, interpretation, recreation and enjoyment for people is a challenging and exciting prospect.

Fairview Park will be the link, which ties many existing and future resources of the City together. The Costa Mesa River - Bay Trail will connect through the park to the Talbert Nature Preserve immediately. When all portions of the Local Coastal Program are complete a continuous recreational trail will lead through parklands. Saltwater marshes at the mouth of the Santa Ana River, South Talbert Park with Victoria Pond, Talbert Nature Preserve, Costa Mesa Vista, and Canyon Parks will be linked at Fairview Park to the arteries of the Costa Mesa bikeway system.

The Park consists of 208 acres of open space currently used for walking, biking, jogging, flying model airplanes, model railroading, and picnicking. Approximately 13 acres of the site have been improved as passive park space with lawn, trees and parking. The remainder of the site is vacant. Work on this Master Plan was begun in July of 1996.

of the Committee and the public, changes were made and the revised composite scheme was presented at a working session of the City Council on December 9, 1996.

The three alternative schemes and the composite scheme were presented in a public workshop at the Council Chamber on Saturday June 28, 1997. Comments on the proposed land uses and the details of the physical scheme were accepted.

A progress report was made at a meeting of the City Council on August 4, 1997. Following this report the preparation of environmental documentation for the plan was initiated concurrent with the preparation of the draft of the Master Plan.

On December 15, 1997 the City Council adopted Mitigated Negative Declaration with revisions, and adopted Resolution 97-102 approving PA-97-43, the Fairview Park Master Plan. At the same meeting the Council adopted Resolution 97-103, approving GP-97- 03A, amending the General Plan of the City of Costa Mesa incorporating the Master Plan references into the Parks, Recreation and Open Space Master Plan element.

In August and September of 2000 the City Council adopted revisions to this plan. The revisions include the elimination of some trails, the reduction in width of certain trails and the reduction of paved surfaces. All revisions are reflected on the revised Master Plan drawing and are indicated with a strikethrough.

In November 2002 the City Council adopted revisions to this plan. The revisions include the deletion of the Huscroft House relocation, deletion of the dog park on the east side, deletion of the lower parking lot in planning area C, deletion of the botanic gardens, deletion of the pond on the east side, deletion of the model railroad on the west side of the park, and the deletion of the bicycle motocross.

In June 2007 the City's consultant LSA Associates performed a complete biological survey of Fairview Park and updated the biological constraints and opportunities section of the Master Plan.

All revisions are reflected throughout this document and are indicated with a strikethrough. Figure 1 has been updated to reflect these changes.

1.3 THE MASTER PLAN

The master plan presents a park for passive uses. Facilities are provided for individual and small group activities focused upon walking, biking, picnicking, quiet contemplation, interpretation of the archaeological and biological resources, and the hobbies of kite flying, model glider airplane flying and riding the model railroad.

The passive uses included in the plan were driven by the need to protect the unique archaeological and biological resources, the City's new focus of attention on other

- Provide for the continuation of the organized uses that have historically occurred on the site, including model railroading, model airplane, and model glider flying.
- Minimize addition of other similar organized uses that would require special park facilities or permanent allocation of park space.
- Provide for walking, running, and bicycling along defined trails.
- Utilize and improve existing trails as much as possible.
- Minimize creation of new trails.

Provide additional opportunities and services for low-key park use:

- Provide an enhanced setting for the model railroad area.
- Provide a landscaped setting on the eastern area of the park that will provide continuity with the adjacent residential and golf course areas and tie to the natural habitat restoration on the western side.
- Enhance existing picnic areas and provide additional picnic facilities for small groups and on the eastern portion of the site.
- Provide additional children's play areas.
- Provide restrooms.

Provide for public safety

- Provide trail access for public safety and emergency vehicles.
- Stabilize the bluffs and provide safer access across them.
- Provide buffer areas for fire-wise planting adjacent to residential areas.
- Provide improved vehicular access from Placentia Avenue.
- Provide increased opportunities for walking and bicycling away from vehicular roadways.
- Maintain the open quality of the park that allows for visibility over the park area for observation of any public safety problems.
- Design park improvements in conformance with public safety codes and Americans with Disabilities Act requirements.

5.2 RESTORATION OBJECTIVES

Preserve the archaeological resources

- Remove existing artificial fill with minimal damage to the resources underneath.
- Protect archaeological sites from unauthorized collecting and damage.

Enhance and re-establish habitat for native plants and wildlife.

- Base restoration plans on scientific recommendations related to the existing site characteristics and the best available information on pre-existing natural habitat areas.
- Conform to the federal and state restrictions concerning existing ecological resources.

- Coordinate restoration plans with regional and adjacent restoration and preservation efforts, in order to provide continuity of habitat and address endangered habitat concerns.
- Protect restoration areas from damage and intrusion.
- ~~Incorporate habitat restoration areas into the NCCP/HCP.~~

6. THE MASTER PLAN

The Master Plan presents a park for passive uses. The natural setting will dominate and provide the opportunity for walking, jogging, biking, and quiet contemplation.

The large size of the park allows for the inclusion of a model railroad, glider and kite flying, and a group picnic area without compromising the overall passive nature of the plan. The landscape includes play areas for children, lawn areas for play and picnicking, and large areas of restored native plant communities. A trail system will provide access by foot, bicycle, wheelchair, park maintenance, and emergency and security vehicles. Interpretive opportunities are to be subtly provided as part of the trail system. Defined trails offer the possibility for a roaming walk among undeveloped nature for those seeking solitude or to explore the varied terrain of the mesa, bluffs, and low alluvial plain. Natural areas will contain extensive areas of local native plant communities, and a botanic garden will display a collection of California plants from many regions.

The plan is intended to provide a detailed framework for the restoration and construction work. Completion of the work will undoubtedly be by phases. Some change in anticipated uses may be expected, as in the case of the museum site. However, the overall policy direction for passive, natural preservation and restoration is to guide all detail development decisions. The Master Plan will guide the creation of a rich and varied park which will serve the residents of Costa Mesa for generations to come.

The following provides detail to the master plan by geographic section of the park.

6.1 PARK ENTRANCES AND PARKING

The major entrance to Fairview Park is planned to be at the location of the existing entrance to the western portion of the park from north or southbound Placentia Avenue. The existing entrance to Fairview Park is currently controlled by a traffic signal. This intersection is to be expanded to provide entrances to the eastern train area as well as the current western access.

Parking for 106 cars is currently provided in the existing 13-acre park area west of Placentia Avenue. These spaces are to be retained. Existing parking for 26 cars opposite Marion Parsons School is to be retained. An additional new parking area for approximately 35 cars is to be provided in the new group picnic area north of the existing entry and parking.

~~site area. The many plant communities provide variety, rich visual experiences, and interpretive opportunities.~~

Dog Park

~~3 ¾ acres in the central area of the train tracks, bounded by the Fairview Channel to the east is designated for use as an area for the running of dogs off-leash. Coordination will be required in the future for possible growth of the train rail system. A proposed trestle structure in this area is to be designed to accommodate pedestrian use of the dog park area.~~

Archaeological Site CA-ORA 506

Approximately the northern 5/8 of the eastern site is identified as a registered archaeological site. This site has been the subject of less detailed study than CA-ORA 58, which lies west of Placentia Avenue. Any active development of the site would require environmental work in conformance with the City of Costa Mesa, County of Orange Public Facilities and Resources, Historical Programs, and CEQA. This plan calls for no active development in this site. Trenching for irrigation may require archaeological monitoring.

6.3 WEST OF PLACENTIA AVENUE

Existing Park Improvements

The thirteen acres of existing lawn, trees, and parking are to remain. As finances or volunteers are available, additional trees should be planned and planted in order to expand the single trees into groves. **The western edge of the existing lawn is to be extended to join the trail system and include the glider launch and landing sites as shown on the master plan drawing.**

Group Picnic Site

A new group picnic site is planned for the land north of the existing entrance adjoining the existing lawn areas. This area is to have parking for approximately 35 cars, shelter, grilles and tables to seat approximately 75 persons for picnics. A structure to provide shade and rain protection may be provided. The design of this structure should be simple, without walls, maintaining as low a profile as possible. New lawn and tree areas will surround the group facilities. Restroom facilities are also provided.

Interpretive Area

The central interpretive area is located west of the existing park lawn, near the existing parking. This area is to serve as a starting point for learning of the archaeology of the site, as well as the plant and animal communities. The center is not to contain buildings or other structures. The story of the site can be told through low level signage, footprints, castings of artifacts at ground level and limited

modeling. The area should allow non-guided discovery suitable to children and adults. Sufficient paving can be provided to assemble a small group for a guided tour. Additional signage should be located at key locations around the site to explain the life of the vernal pools, the various plant communities and habitats, the shell midden, the prehistoric river setting, and the Spanish / Mission use of the site.

Restroom Facilities

Restroom facilities are near the interpretive area on the route to and from parking. This location will serve the existing developed park area, the trail system and the visitors to the interpretive area. This building should include a small storage area of approximately 125 square feet, which could be used to store glider launch equipment. The restroom building is located within the lawn and tree active park area and should be a low profile building, perhaps partially enclosed by earth mounds.

Glider Launching Sites

There are two types of model glider airplane launch sites in use at Fairview Park: electric motor launch operations which take place in the morning when winds tend to be calm, and bluff top launches which take place in the afternoon when the prevailing wind creates a strong updraft at the bluff. Both operations are planned to be retained and provided for in the park.

The launch system of the larger planes which rise to ride the thermal columns of the early morning calm are driven by a small battery powered electric motor which reels in a string attached to the glider. While the launch string extends out 600 feet, the aircraft rises from the launch site at a steep angle requiring a small take-off area. The landing requires a separate small area, which must be clear of pedestrian traffic. The laying out of the launch string can be accomplished in grassland without damage to either habitat or aircraft. Any clearing required for the launch string is not to exceed one foot in width. The plan calls for moving the current site to the east in order to remove the launch string systems from the vernal pools. A storage area for launch gear can be provided near the launch site south of the interpretive center, associated with the restroom building. This facility should not exceed approximately 125 square feet and is to be of a very low profile, as discussed under restroom facilities.

Bluff top afternoon launches are focused at the bluff near the southern boundary of the site. Due to extensive use of the area, a stabilized decomposed granite paving area should be provided in order to protect the site and the bluff edge. Signage or other vertical projections exceeding approximately 3 feet above grade should not be placed along any of the bluff edges.

Vernal Pools

The vernal pools are discussed in depth in Section 3.5.1 and Appendix C. The pools and basins are to be retained, restored, and protected. Protection involves

Riparian Zone Along the Placentia Drain

The Placentia Drain exists in the northwest lowlands and extends along the base of the western bluffs to the southern tip of the park where it continues into Talbert Nature Preserve. The presence of seasonal water flow and, to a lesser extent, year-round flows in the Fairview Channel indicates the potential for the introduction of a riparian area along the Placentia Drain. Connection of the drain to the Fairview Channel can provide year round water flow while limiting the volume of flow into this feature. The drain presents an additional habitat and plant community for exploration via the trail system. No membrane or artificial water holding basin is planned in order to avoid attracting non-native frogs which could be harmful to other native species present in the area. Preliminary engineering study indicates that the riparian zone could be feasible and act as an asset to the wetlands in lower Talbert Nature Preserve by increasing the flow in the Placentia Drain.

Coastal Strand adjoining Talbert Nature Preserve

The northern boundary of the Talbert Nature Preserve contains the coastal strand, or dune, plant community. A small zone of this community is planned at this borderline in order to make the property line less visible between the two parks.

Alluvial Scrub / Pacific Pocket Mouse Habitat

The biological study of the site has identified a remnant of alluvial scrub at the northwest lowlands. Plant materials and soil conditions define this 41 acre area. This habitat is significant due to the favorable conditions present for occupation by the Pacific Pocket Mouse, which is listed as endangered by the USFWS. This habitat is becoming extremely rare in coastal Southern California and is considered to be of great value.

6.4 PASSIVE USES AND CIRCULATION TRAILS

Passive uses for the park include walking, running, walking of leashed dogs, flying glider planes, flying kites, picnics, and other small group functions. Organized team sports requiring formal facilities or sports operated as a concession are not included. The natural areas of the park are reserved for running, walking, limited bicycle trails, and interpretive uses. Trails in the natural areas are planned to offer access to each habitat type, and in a quantity to allow variety to the frequent park visitor, but limited in order to provide large blocks of habitat undivided by trails or the interruption of human use.

A system of trails is planned to provide access to all areas of the park by pedestrian traffic. Trails at the edge of the bluffs, and the trail to the south of the Fairview Channel are recommended to be a minimum of three feet wide. Other trails are a minimum of four feet wide. Walking trails are surfaced with soil, decomposed granite or shell midden. The bluff trail in the archaeological site area is over shell midden and is to remain on this surface in order to allow the park user to experience this contact with evidence of much earlier human use. The midden trail and trails

ORA 58 archaeological site, each of which require careful protection. The vernal pools are recognized as a significant and rare resource to be restored. General park use traffic is to be limited to the trails in the archaeological area and in the natural restoration.

Extensive trails allow access by foot, wheelchair or bicycle, but that access is to be limited to the trail systems, allowing vegetation to be restored while creating high quality habitat for birds and small animals.

The intent is to make a smooth transition to the ninety acre Talbert Nature Preserve, which adjoins Fairview Park to the west at the base of the bluff.

An interpretive area is designated in the western section to illuminate the rich resources of natural history. The only building construction provided for in the western section of the park by the plan will be restrooms, a small glider storage facility, and a shade structure for the group picnic area. These facilities are to be designed to have low visibility, be low key and have minimal impact on the visual image of the park.

A detailed Resource Management Plan is to be developed at the time of preparation of restoration documents and drawings. This plan is to specify methods for weed control, vector control, irrigation and monitoring of plants and wildlife.

Conceptual Restoration Plan Plant Palettes -- Fairview Park, Costa Mesa

The following provides conceptual native plant palettes for four new plant communities currently planned for restoration/establishment within Fairview Park in the City of Costa Mesa. The specified plants are found within the park and general vicinity (i.e., the lower Santa Ana River ecosystem). Final plant palettes, quantities, planting techniques, and other relevant information will be prepared as part of final restoration plans to be completed in the future. The Coastal Strand area adjacent to Talbert Nature Preserve is to repeat the plant species found to have been successful in this existing planting. Plant communities in the vernal pools are presently established by the current restoration biologist.

California Native Grassland

This plant palette is planned for the mesa, primarily in the area presently covered with fill. The existing fill should be removed from the site in order to return the mesa to its original, flat topography and to remove the extensive weed seed bed within the fill. Efforts to reestablish the mosaic of vernal pools on the southern third of the mesa have been started and are to continue until the natural grade and condition of the pools for the area is reached.

Common Name

Scientific Name

Containers

Purple Needlegrass

Nassella pulchra

8. DESCRIPTION OF ALTERNATIVE I, II, & III

8.1 ALTERNATIVE I

SOUTH WEST QUADRANT: Bluffs to Placentia:

Major habitat / plant communities:

1. Maintain and restore vernal pools providing fencing around each pool.
2. Establish grasslands along upper bluff areas.
3. Re-vegetate bluffs with Coastal Bluff Scrub.
4. Establish Coastal Bluff Scrub community in the north-south canyon.

Circulation Routes:

1. Establish new pedestrian trails at top of bluffs and stairway at southwest corner.
2. Establish north-south circulation for bicycles, security, maintenance, and joggers.

Facilities

1. Maintain active park along Placentia Avenue in its present condition.
2. Add a restroom in the active park area.
3. Add a visitor information facility to acquaint visitors with the park and its features.
4. Maintain the glider facility in the southwest portion of the park.
5. Correct flooding at west of Canyon Drive - provide new surface drain south of vernal pool to bluff and pipe drain from southeast corner near apartments to drain to bluff / Placentia Drain. Protect from further erosion at bluff.
6. Stop erosion at north end of bluff to protect archeological site.

NORTH WEST QUADRANT: Fairview Channel to bluff, Talbert Nature Preserve to Placentia

Major habitat / plant communities:

1. Develop Riparian Community south of Fairview Channel (remove south portion of berm and reconstruct same further south into park. Enhance the watercourse.
2. Establish Coastal Dune and Alluvial Scrub community to maintain pocket mouse habitat.
3. Establish Grassland community.

Circulation Routes:

1. Establish circulation connecting Talbert Nature Preserve trails with Placentia Avenue including bicycles, security, and maintenance and jogging.
2. Establish pedestrian trails along Riparian Area and Coastal Dunes.

Facilities

- ~~1. Add parking along Placentia Avenue with a picnic area and 'Dog Park'.~~
2. Add picnic area between Fairview Channel and residential community along north edge of park.

NORTH EAST QUADRANT: Canary, Fairview Channel to golf course

Major habitat / plant communities:

1. Establish Oak Woodland plant community on slopes.

Circulation Routes:

1. Establish circulation in the park for bicycles, security, maintenance, and jogging park with lawn and tot lot at the end of Canary Drive.
2. Establish pedestrian trail connecting Canary Drive to Fairview Channel Bridge.

Facilities:

1. Establish neighborhood local neighborhood play area.

SOUTH EAST QUADRANT: Railroad area, Placentia to the golf course

Major habitat / plant communities:

1. Establish Oak Woodland plant community on slopes.
2. Establish botanic garden throughout Narrow Gauge Railroad.

Circulation Routes:

1. Establish circulation for bicycles, security, maintenance, and jogging, which connects new signaled intersection with Fairview Channel. Extend same circulation south along Placentia Avenue to second signaled intersection across from Estancia High School.

Facilities:

1. Retain Narrow Gauge Railroad.
2. Construct new ponds.
3. Retain gravel parking lot for railroad.

8.2 ALTERNATIVE II

All items as included in Alternate I with the following additions / changes

SOUTH WEST QUADRANT: Bluffs to Placentia:

Facilities:

1. Retain glider landing zone, but move further north into park. (East of vernal pool).
2. Add glider equipment storage facility.
3. Add Children's play at Canyon Drive entry.

NORTH WEST QUADRANT: Fairview Channel to bluff, Talbert Nature Preserve to Placentia

1. Same as Alternate I.

NORTH EAST QUADRANT: Canary, Fairview Channel to golf course

1. Same as Alternate I.

SOUTH EAST QUADRANT: Railroad area, Placentia to the golf course

Facilities:

1. Add 'Historic Village' comprised of train station, cafe/restroom, Historic Society headquarters, Natural History office headquarters. (The Village is thought of as a 'home' for historic buildings needing relocation from their present sites in the County). New parking areas and possibly sites for small social functions could occur in this location.

8.3 ALTERNATIVE III

All items as included in Alternate I and II with the following additions / changes

SOUTH WEST QUADRANT: Bluffs to Placentia:

Facilities:

1. Add parking along the south property line between Canyon Drive and Pacific Avenue.
2. Propose an alternative glider take off zone north of the landing zone to help protect sensitive grass communities south of the vernal pool.
3. Add a second stairway down the bluff at the northwest end of the bluffs.
4. ~~Relocate parking in the active park to allow for the addition of a soccer field and a baseball diamond.~~
5. Add additional narrow gauge rail line in this quadrant.

NORTH WEST QUADRANT: Fairview Channel to bluff, Talbert Nature Preserve to Placentia

1. Same as Alternate I.

NORTH EAST QUADRANT: Canary, Fairview Channel to golf course

1. Same as Alternate I.

SOUTH EAST QUADRANT: Railroad area, Placentia to the golf course

Facilities:

1. Extend Narrow Gauge Railroad further north into Oak Woodland.
2. Add a bridge across Placentia Avenue for the railroad and pedestrians.
3. Add a median in Placentia Avenue with trees, groundcover, and shrubs.

8.4 ALTERNATIVE COMPOSITE OF I, II AND III

All items as included in Alternate I, II and III with the following additions / changes

SOUTH WEST QUADRANT: Bluffs to Placentia Avenue:

Facilities:

1. Change parking along the south property line at Pacific Avenue.
2. ~~Dog park added near Estancia athletic field.~~
3. Added group picnic area.
4. Added raptor roosts.

NORTH WEST QUADRANT: Fairview Channel to bluff, Talbert Nature Preserve to Placentia

1. Added pond and riparian / wetlands area.
2. Added high-speed bike path north of Fairview Channel.

NORTH EAST QUADRANT: Canary, Fairview Channel to golf course

1. Added a view area and tot lot.

SOUTH EAST QUADRANT: Railroad area, Placentia to the golf course

Facilities:

1. Redesign of parking areas.

of eradication with the County. Effective eradication of Giant Reed is labor-intensive, requiring follow-up treatments for up to several years after initial removal. If complete eradication were achieved, Giant Reed would be unlikely to re-invade the alluvial scrub community after eradication, since the area is unconnected to the Santa Ana River or other streambeds that could deliver seeds or other propagules into the area from upstream. *(The eradication of Giant Reed has been undertaken by the City of Costa Mesa since the writing of this report.)*

Coastal Bluff Scrub - Disturbed

Two degraded areas within the park have good potential for restoration to coastal bluff scrub habitat. One is the park's western bluff, where the original coastal bluff scrub community has been invaded by ruderal forbs and grasses. The other area is a northtrending canyon near the park entrance, which is heavily disturbed and supports almost no native vegetation. Due to the topography of these areas and the general difficulty of establishing coastal bluff scrub vegetation, successful restoration of these areas would be difficult and fairly costly, requiring 1) eradication of the existing ruderal vegetation, 2) planting and seeding of appropriate native species, 3) provision of irrigation during establishment of plantings, and 4) follow-up weeding for at least two or three years. The potential may exist for coastal bluff scrub restoration to be funded by outside sources as an off-site mitigation for loss of upland scrub habitat elsewhere in the local area.

Vernal Pools and Associated Grasslands

MBA's two vernal pool reports (see Appendices C and D) note that artificial fill has apparently been placed within approximately two acres of "Vernal Pool Basin No. 1," the park's largest vernal pool. It is recommended that the Master Plan address removal of fill from this vernal pool and restoration of its original contours.

Fairview Park's vernal pools occur in a portion of the park that is subject to ongoing disturbance and soil compaction due to foot traffic, biking, pets, model airplane flyers and periodic mowing. The pools and associated grasslands show some signs of degradation due to these ongoing processes, including 1) encroachment of trails into the margins of some pools, and 2) the presence of a variety of non-native plant species in and around the pools. In addition, standard vector control practices may diminish water quality in the park's vernal pools, possibly impacting both invertebrate and vertebrate wildlife species that use the pools. Over time, such processes may degrade the park's vernal pools, limiting their value as habitats for plants and wildlife. Management practices that would limit these adverse effects and ensure the continued health of these sensitive areas include the following:

- ~ Identify areas where paths and trails impinge on vernal pools and associated grasslands, and regulate public access to these areas. This may be accomplished by 1) developing a formalized trail system in this area that avoids highly sensitive areas to the extent feasible, 2) installing educational signs, and 3) possibly erecting temporary fencing to divert foot traffic away from recovering areas during the year or two it would take for desired

Specifically, the study area is located within Section 8 in Township 6 South, Range 10 West with approximate Universal Transverse Mercator coordinates of 412^{469m} by 3725^{750m} along the north, 412^{536m} by 3724^{642m} along the south, 413^{340m} by 3725^{282m} along the east, and 412^{567m} by 3725^{196m} along the west as shown on the 7.5-minute series United States Geological Survey (USGS) topographic *Newport Beach, California* quadrangle map. Area topography includes a low-lying area in the northern portion of the study area, with rolling slopes and a flat mesa to the south and east. Elevation ranges from 1.5 meters (m) (5 feet [ft]) to 24 m (80 ft) above mean sea level. Most of the study area is vegetated with ruderal exotic species including extensive patches of black mustard (*Brassica nigra*) and sweet fennel (*Foeniculum vulgare*) (Figure 2).

There are over 100 acres of habitat potentially suitable for burrowing owl use during both the winter (i.e., migratory, nonbreeding) and breeding seasons. These areas are primarily grassland and ruderal habitats and, in general, are located in the north and east portions of the Park and the ruderal mesa along the west edge. The southern area also has potential habitat but is adjacent to school and residential areas and is highly disturbed by pedestrian and model airplane activity. The central area of the Park is similarly not suitable for burrowing owls due to heavy use by Park visitors and their pets (e.g., dogs). This area is planted with ornamental trees and turf grass surrounding a series of parking lots and is well maintained.

METHODOLOGY

LSA biologists followed the recommended Burrowing Owl Survey Protocol while conducting nonbreeding winter season surveys in 2005. LSA also conducted several breeding season surveys in conjunction with additional field work throughout Fairview Park (Table A).

Table A: Survey Conditions and Results

Nonbreeding Season Surveys				
Date 2005	Time	Conditions	No. of Owls; Owl Sign	Surveyors
Dec 19	0545–0845	Low 60–30% cover, cool, calm	None	IB, LS
Dec 20	1445–1745	30% cover, mild–cool, calm	None	IB, LS
Dec 21	1445–1745	25% cover, mild–cool, light breeze	2 owls at burrows east of Placentia Ave.	IB, LS
Dec 22	0600–0900	Low coastal fog–clearing, cool–mild, calm	2 owls at burrows east of Placentia Ave.	IB, LS
Breeding Season Surveys				
Date 2006	Time	Conditions	No. of Owls; Owl Sign	Surveyors
April 24	0700–0930	Clear, mild, calm	None	IB
May 3	0715–1045	Overcast, mild, light breeze	None	IB, LD
May 11	0815–1130	Overcast, cool–mild, calm	None	IB
May 24	0715–0915	Clear, mild, calm–light air	None	IB, MW